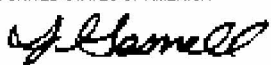


<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		▶		RATING		PAGE OF PAGES 1 67	
2. CONTRACT NUMBER 68HERH19D0022			3. SOLICITATION NUMBER 68HE0H18R0025		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 09/07/2018		6. REQUISITION/PURCHASE NUMBER PR-OCSP-17-00061	
7. ISSUED BY CODE HPD HPD US Environmental Protection Agency William Jefferson Clinton Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460			8. ADDRESS OFFER TO (If other than Item 7)							
<b>NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".</b>										
<b>SOLICITATION</b>										
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until _____ (Hour) local time _____ (Date)										
CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.										
10. FOR INFORMATION CALL: ▶		A. NAME Genine McElroy			B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 202 564-4746			C. E-MAIL ADDRESS Mcelroy.Genine@epa.gov		
<b>11. TABLE OF CONTENTS</b>										
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)			
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES						
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	1	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	34			
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.						
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	5	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	41			
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	6	PART IV - REPRESENTATIONS AND INSTRUCTIONS						
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	7	<input type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS				
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	9	<input type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS				
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	12	<input type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD				
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	19							
<b>OFFER (Must be fully completed by offeror)</b>										
<b>NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.</b>										
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ 0 _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.										
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8) ▶			10 CALENDAR DAYS (%)		20 CALENDAR DAYS (%)		30 CALENDAR DAYS (%)		CALENDAR DAYS (%)	
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):			AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR CODE 063053771 SRC, INC. Attn: David Sprague 7502 ROUND POND ROAD NORTH SYRACUSE NY 132122558			FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.			15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.				17. SIGNATURE		18. OFFER DATE	
<b>AWARD (To be completed by government)</b>										
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT \$25,000.00		21. ACCOUNTING AND APPROPRIATION See schedule					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 253 (c) ( )					23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ▶			ITEM		
24. ADMINISTERED BY (If other than Item 7) See Schedule G			CODE HPD		25. PAYMENT WILL BE MADE BY			CODE		
26. NAME OF CONTRACTING OFFICER (Type or print) Jody Gosnell					27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)			28. AWARD DATE 12/20/2018		

NAME OF OFFEROR OR CONTRACTOR  
SRC, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	DUNS Number: 063053771 Max Expire Date: 12/19/2023 Delivery: 12/20/2018 Admin Office: HPOD US Environmental Protection Agency William Jefferson Clinton Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460 Delivery Location Code: HPOD HPOD US Environmental Protection Agency William Jefferson Clinton Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460 USA  Payment: Accounting Info: 18-19-B-69T-000CD6-2505-TC5SPCZ-1769TE8006-002 BFY: 18 EFY: 19 Fund: B Budget Org: 69T Program (PRC): 000CD6 Budget (BOC): 2505 Cost: TC5SPCZ DCN - Line ID: 1769TE8006-002 Period of Performance: 12/20/2018 to 12/19/2023				
0001	Chemistry, Economics and Sustainable Strategies Division (CESSD)  Guaranteed Minimum: \$25,000.00 Contract Ceiling: \$100,000,000.00				25,000.00



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## **SECTION B - SUPPLIES OR SERVICES/PRICES**

### **B1 DESCRIPTION OF CONTRACT**

This requirement is for the U.S. Environmental Protection Agency (EPA) to provide support for Chemical Substance Screening, Review, and Evaluation (CESSD) functions of EPA's Office of Pollution Prevention and Toxics (OPPT).

This is a multiple award Indefinite-Delivery, Indefinite Quantity (IDIQ) contract. Task Orders will be firm-fixed price (FFP) or time-and-materials (T&M) or a combination of both pricing structures. Work to be performed under this contract shall be ordered through task orders placed pursuant to the ordering procedures outlined in Section B. All Task Orders placed under this contract will be within the scope of the contract Performance Work Statement (Attachment 1).

### **B2 EPA-H-16-101 ORDERING UNDER MULTIPLE-AWARD CONTRACTS**

The Contracting Officer will follow the procedures of FAR 16.505 in conjunction with the procedures in this section when placing task orders under this multiple-award indefinite-delivery/indefinite-quantity (ID/IQ) contract. The Contracting Officer has broad discretion in developing order placement procedures.

(a) Fair Opportunity. In accordance with FAR 16.505(b)(1)(i), the Contracting Officer must provide each awardee a fair opportunity to be considered for each order exceeding \$3,500 issued under multiple-award task-order contracts, except as provided in FAR 16.505(b)(2).

(b) Request for Offers. To initiate a new task order, the Contracting Officer will issue a Request for Task Order Proposal (RFTOP) to the multiple-award contract holders. At a minimum, an RFTOP will contain the following information:

- (1) RFTOP number;
- (2) RFTOP title;
- (3) Statement requesting an offer for services and/or construction, if applicable, to be performed;
- (4) Submission instructions for offers;
- (5) Evaluation procedures;
- (6) Task order statement of work (SOW)/performance work statement (PWS);
- (7) Task order terms and conditions if applicable;
- (8) Due date for offers; and
- (9) Any necessary attachments or supplemental information; e.g., Department of Labor wage determination.

(c) Conflict of Interest Certification. For each task order RFTOP, the Contractor shall search and report any actual or potential conflicts of interest within seven (7) business days of receiving the task order RFTOP and must certify, to the best of the Contractor's knowledge and belief, that all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that, to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist.

(d) Upon award of a task order and thereafter, the Contractor has a continued obligation to search and report any actual or potential conflicts of interest throughout the life of the task order. In addition, the Contractor must certify that its personnel performing work under the task order, or relating to the task order, have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of the task order or other work relating to the site.

(e) Submission of Offers. The Contractor shall submit an offer in response to the RFTOP in accordance with the submission instructions provided in the RFTOP. Preparation of offers and revisions to those offers may not be charged directly to this contract. In the event a Contractor does not plan to submit an offer in response to a task order RFTOP, the Contractor must notify the Contracting Officer electronically through FedConnect within five (5) business days of the RFTOP issuance.

(f) Evaluation of Offers. The Government will evaluate all offers received in accordance with the evaluation procedures in the RFTOP.

(g) Task Order Award. Following the evaluation of offers, the Contracting Officer will award a task order to the multiple-award Contractor whose offer represents the best value to the Government. The Contracting Officer will make award by issuing a task order on Optional Form 347. The Contractor shall acknowledge receipt of each task order within 2 calendar days of receipt.

(h) Task Order Terms and Conditions. The contract includes clauses that may be applicable on certain task orders and would need to be filled in depending on the task order requirements. The RFTOP will identify such clauses and the required information. Task orders may include optional periods and/or optional quantities. All special terms and conditions will be included in the RFTOP and task order.

(i) Task Order Type. This is an IDIQ contract for the supplies or services specified, and effective for the period stated, in the Schedule. Firm-fixed price (FFP), Time-and-materials and labor-hour (T&M/LH) or a combination of both type task orders may be written against this contract.

(j) Protest. Contractors may not protest the award of the task orders issued under the resultant contracts, except on the grounds that the order increases the scope, period, or maximum value of the contract or orders valued in excess of \$10 million. In accordance with the procedures of FAR 33.103, prior to submission of an agency protest, all parties shall use their best efforts to resolve concerns raised by an interested party at the contracting officer level through open and frank discussions. Protests of orders in excess of \$10 million may only be filed with the Government Accountability Office, in accordance with the procedures at FAR 33.104.

(k) FedConnect. RFTOPs will be sent through FedConnect to each awardee and responses will be required electronically through FedConnect. If a contractor chooses not to submit a proposal in response to the RFTOP, the contractor shall notify the Contracting Officer electronically through FedConnect within five (5) business days of the RFTOP issuance.

### **B3 UNITED STATES ENVIRONMENTAL PROTECTION AGENCY TASK ORDER OMBUDSMAN**

Tommie L. Madison, Jr., Agency Advocate for Competition USEPA  
Headquarters, Office of Acquisition Management  
1200 Pennsylvania Avenue, N. W.  
Mail Code: 3801R  
Washington, DC 20460  
Phone: 202-564-2556  
Email: [MADISON.TOMMIE@EPA.GOV](mailto:MADISON.TOMMIE@EPA.GOV)

### **B4 EPA-B-16-101 MINIMUM AND MAXIMUM AMOUNTS**

During the period specified in the "Ordering" clause, the Government shall place orders totaling a minimum of \$25,000.00 for each contract awarded under the requirement. The amount of all orders shall not exceed \$100 million combined for all contracts.

The maximum represents the Government's total potential requirement for all of the multiple award contracts awarded. The Government is not obligated to order the maximum from a contractor, and that the maximum of each contract will ultimately depend on the number and size of the task orders received by the contractor under the contract.

### **B5 EPAAR 1552.216-73 FIXED RATES FOR SERVICES-INDEFINITE DELIVERY / INDEFINITE QUANTITY CONTRACT (APR 1984)**

The following fixed rates shall apply for payment purposes for the duration of the contract.

**SEE ATTACHMENT 2, PRICING DOCUMENT**

The rate, or rates, set forth above cover all expenses, including report preparation, salaries, overhead, general and administrative expenses, and profit.

The Contractor shall voucher for only the time of the personnel whose services are applied directly to the work called for in individual Task Orders and accepted by the EPA Contracting Officer. The Contractor shall maintain time and labor distribution records for all employees who work under the contract. These records must document time worked and work performed by each individual on all Task Orders.

(End of clause)

## **SECTION C - DESCRIPTION/SPECIFICATIONS**

### **C.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE**

<b>Clause Database</b>	<b>Clause Number</b>	<b>Clause Title</b>
EPAAR	1552.211-79	Compliance with EPA Policies for Information Resources Management. (JAN 2012)

### **C.2 Local Clauses EPA-C-10-101 PERFORMANCE WORK STATEMENT /PERFORMANCE WORK STATEMENT/SPECIFICATIONS**

The Contractor shall furnish the necessary personnel, material, equipment, services, and facilities (except as otherwise specified), to perform the Performance Work Statement included in Attachment 1. Work will be ordered against the subject Performance Work Statement through Contracting Officer issuance of task orders.

## **SECTION D - PACKAGING AND MARKING**

There are no clauses in this Section.

## SECTION E - INSPECTION AND ACCEPTANCE

### E.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE

Clause Database	Clause Number	Clause Title
FAR	52.246-2	Inspection of Supplies - Fixed-Price. (AUG 1996)
FAR	52.246-4	Inspection of Services - Fixed-Price. (AUG 1996)
FAR	52.246-6	Inspection - Time-and-Material and Labor-Hour. (MAY 2001)

### E.2 FAR 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT. (DEC2014)

(a) The contractor shall comply with the higher-level quality standard selected below:

Specifications and Guidelines for Quality Systems and Environmental Data Collection and Environmental Technology Programs	ANSI/ASQC E4	2014	See below
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As authorized by FAR 52.246-11, the higher-level quality standard ANSI/ASQC E4 is tailored as follows:

The solicitation and contract require the offeror/contractor to demonstrate conformance to ANSI/ASQC E4 by submitting the quality documentation described below.

In addition, after award of the contract, the Contractor shall revise, when applicable, quality documentation submitted before award to address specific comments provided by EPA and submit the revised documentation to the Contracting Officer's Representative.

After award of the contract, the Contractor shall also implement all quality documentation approved by the Government.

A. Pre-award Documentation: The offeror must submit the following quality system documentation as a separate and identifiable part of its technical proposal:

	Documentation	Specifications
X	Quality Management Plan	EPA Requirements for Quality Management Plans (QA/R-2) (dated 03/20/01-Reissued May 2006)

This documentation will be prepared in accordance with the specifications identified above, or equivalent specifications defined by EPA, Contracting Officer's Representative. Work involving environmental data generation or use shall not commence until the Government has approved this documentation and incorporated it into the contract.

B. Post-award Documentation: The Contractor shall submit the following quality system documentation to the Contracting Officer's Representative at the time frames identified below:

	Documentation	Specifications	Due
X	Quality Assurance Project Plan for the contract	EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/11]	As stated in the Request for Task Order Proposal

This documentation will be prepared in accordance with the specifications identified above or equivalent specifications defined by the EPA Contracting Officer's Representative.

The Government will review and return the quality documentation, with comments, and indicating approval or disapproval. If necessary, the contractor shall revise the documentation to address all comments and shall submit the revised documentation to the government for approval.

The Contractor shall not commence work involving environmental data generation or use until the Government has approved the quality documentation.

**(b)** The contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph

(a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in—

(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or

(2) When the technical requirements of a subcontract require—

(i) Control of such things as design, work operations, in-process control, testing and inspection; or

(ii) Attention to such factors as organization, planning, work instruction, documentation control, and advanced metrology.



## SECTION F - DELIVERIES OR PERFORMANCE

### F.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE

Clause Database	Clause Number	Clause Title
FAR	52.242-15	Stop-Work Order. (AUG 1989)
FAR	52.242-17	Government Delay of Work. (APR 1984)

### F.2 Local Clauses EPA-F-12-101 PERIOD OF PERFORMANCE

The period of performance of each IDIQ Task Order shall be from the date of award plus 60 months. Task orders may be placed at any point during the stated period of the contract.

Each individual task order will have its own stated period of performance. Task orders may extend for a period no longer than 180 days beyond the expiration date of the contract.

(End of clause)

### F.3 EPAAR 1552.211-72 MONTHLY PROGRESS REPORT (JUN 1996)

(a) The Contractor shall furnish 1 copy of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor consents, overtime approvals, and work plan approvals.

(d) The report shall specify financial status at the contract level as follows:

(1) For the current reporting period, display the amount claimed.

(2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(ii) For the current reporting period display the expended direct labor hours (by EPA contract labor category), and the total loaded direct labor costs.

(iii) For the cumulative contract period display: The negotiated and expended direct labor hours (by EPA labor category) and the total loaded direct labor costs.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).

(5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.

(6) Average total cost per labor hour. For the current contract period, compare the actual cost per hour to date with the average total cost per hour of the approved workplans.

(e) The report shall specify financial status at the work assignment or delivery order level as follows:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on workplan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period display the expended direct labor hours (by EPA contract labor category), and the total loaded direct labor hours.

(iii) For the cumulative reporting period and the cumulative contract period display: The negotiated and expended direct labor hours (by EPA labor hour category) and the loaded direct labor rate.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.

(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.

(5) Average total cost labor hour. For the current contract period, compare the actual total cost per hour to date with the average total cost per hour of the approved workplans.

(6) A list of deliverables for each work assignment or delivery order during the reporting period.

(f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.

(g) The reports shall be submitted to the following addresses in conjunction with invoice submittal each month following the first complete reporting period of the contract. See EPAAR 1552.232-70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports as follows:

No. of copies	Addressee	Address (email and/or shipping)
1	Contracting Officer's Representative.	Bryan Lobar
1	Contracting Officer	Jody Gosnell

(End of clause)

**F.4 EPAAR 1552.211-75 WORKING FILES (APR 1984)**

The Contractor shall maintain accurate working files (by task or work assignment) on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information contained in the contractor's working files upon request of the Contracting Officer.

(End of clause)

## SECTION G - CONTRACT ADMINISTRATION DATA

### G.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE

Clause Database	Clause Number	Clause Title
EPAAR	1552.208-70	Printing. (SEP 2012)

### G.2 EPAAR 1552.216-72 ORDERING-BY DESIGNATED ORDERING OFFICERS. (JUL 2014)

(a) The Government will order any supplies and services to be furnished under this contract by issuing task on Optional Form 347, or an agency prescribed form, from the effective date of the contract through the expiration of the contract. The following individuals are authorized ordering officers.

EPA Headquarters Office of Acquisition Management (OAM) Contracting Officers

(b) A Standard Form 30 will be the method of amending task orders.

(c) The Contractor shall acknowledge receipt of each order by having an authorized company officer sign either a copy of a transmittal letter or signature block on the task order, depending upon which is provided, within 5 business days of receipt.

(d) Prior to the placement of any task order, the Contractor will be provided with a proposed Performance Work Statement and will be asked to respond with detailed technical and cost proposals within 30 business days or less. The technical proposal will delineate the Contractor's interpretation for the execution of the PWS, and the pricing proposal will be the Contractor's best estimate for the hours, labor categories and all costs associated with the execution. The proposals are subject to negotiation. The Ordering Officer and the Contractor shall reach agreement on all the material terms of each order prior to the order being issued.

(e) Each task order issued will incorporate the Contractor's technical and cost proposals as negotiated with the Government, and will have a ceiling price which the contractor shall not exceed.

(f) Under no circumstances will the Contractor start work prior to the issue date of the task/delivery order unless specifically authorized to do so by the Contracting Officer. Any verbal authorization will be confirmed in writing by the Contracting Officer within 5 business days.

(End of clause)

### G.3 EPAAR 1552.232-70 SUBMISSION OF INVOICES. (JUN 1996) - ALTERNATE I (JUN 1996)

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

(a) Invoices or request for contract financing payment shall be submitted to the following email: [RTPreceiving@epa.gov](mailto:RTPreceiving@epa.gov). Copy the Contract Level COR and the TOCOR on the email submission. A copy of the invoice shall also be sent through FedConnect to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal-Continuation Sheet, shall be used to

furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified in Attachment 5 of the contract. If contract work is authorized by individual task orders, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each delivery order and for the contract total, as well as any supporting data for each task order as identified in the instructions.

(2) The invoice or request for contract financing payment that employs a fixed rate feature shall include current and cumulative charges by contract labor category and by other major cost elements such as travel, equipment, and other direct costs. For current costs, each cost element shall include the appropriate supporting schedules identified in the invoice preparation instructions.

(3) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract. The degree of detail for any subcontract exceeding \$5,000 is to be the same as that set forth under (c)(2).

(4) The charges for consultants shall be further detailed in the supporting schedule showing the major cost elements of each consultant. For current costs, each major cost element of the consulting agreement shall also include the supporting schedule identified in the invoice preparation instructions.

(d) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(e)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

#### **G.4 EPAAR 1552.245-70 GOVERNMENT PROPERTY. (SEP 2009)**

(a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without prior written approval from the Contracting Officer. If the Contracting Officer authorizes the contractor to acquire and/or fabricate equipment for use in the performance of this contract, the equipment shall be subject to the provisions of the "Government Property" clause and listed on the contract via contract modification.

(b) If the Government provides item(s) of Government property to the contractor for use in the performance of this contract, this property shall be used and maintained by the contractor in accordance with the provisions of the "Government Property" clause.

The "EPA Contract Property Administration Requirements" provided below apply to this contract.

U.S. Environmental Protection Agency

#### Contract Property Administration Requirements

1. Purpose. This document sets forth the requirements for the U.S. Environmental Protection Agency (EPA) contractors performing Government property management responsibilities under EPA contracts. These requirements supplement those contained in the Government Property clause(s) and Part 45 Government Property of the Federal Acquisition Regulation (FAR).

#### 2. Contract Property Administration Requirements (CPAR)

a. EPA Delegation. EPA delegates all contract property administration to the EPA Contract Property Coordinator (CPC). The delegations apply to all EPA contracts issued with or that have the potential to receive, purchase or acquire Government Property or include the Government Property clauses. In addition to administering all contract property, the CPC provides technical expertise and assistance to the Contracting Officer (CO) and Contracting Officer Technical Representative (COTR) relative to Government Property.

b. DCMA Re-delegation. The CPC may request support for contract property management oversight, including property administration and plant clearance, from the Defense Contract Management Agency (DCMA). If DCMA agrees to provide support, DCMA will notify the contractor of the assigned property administrator (PA) and plant clearance officer (PLCO). The DCMA PA is available to the contractor for assistance in all matters of property administration. Notwithstanding the delegation, as necessary, the contractor may contact the EPA CO. In the event of a disagreement between the contractor and the DCMA PA, the contractor should seek resolution from the CO. Unless, otherwise directed in the contract, or this document, all originals of written information or reports, except direct correspondence between the contractor and the DCMA PA, relative to Government property, should be forwarded to the administrative CO assigned to this contract and the CPC.

c. Disagreements. Notwithstanding the delegation(s), as necessary, the contractor may contact the CO. In the event of a disagreement between the contractor and the PA or the CPC the contractor should seek resolution from the CO.

#### 3. Requests for Government Property.

In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government property is required for performance of the contract, the contractor shall submit a written request to the CO. At a minimum, the request shall contain the following elements:

a. Contract number for which the property is required.

b. An item(s) description, quantity and estimated cost.

c. Certification that no like contractor property exists which could be utilized.

d. A detailed description of the task-related purpose of the property.

e. Explanation of negative impact if property is not provided by the Government.

f. Lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government, with the exception of requests for material purchases. The contractor may not proceed with acquisition of property on behalf of the Government until receipt of written authorization from the Contracting Officer.

4. Transfer of Government Property. The Contracting Officer initiates the transfer of the government property via a contract modification. The transferor (EPA or another contractor) shall provide to the transferee, the receiving contractor, the information needed to establish and maintain the property records required of FAR 52.245-1, as well as all of the applicable data elements required by Attachment 1 of this clause. The transferee, the receiving contractor, should perform a complete inventory of the property before signing the acceptance document for the property. Accountability will transfer to the receiving contractor upon receipt and acceptance of the property, in accordance with FAR 45.106.

#### 5. Records of Government Property.

a. In accordance with FAR 52.245-1, the contractor shall create and maintain records of all Government property, regardless of value, including property provided to and in the possession of a subcontractor. Material provided by the Government or acquired by the contractor and billed as a direct charge to the contract is Government property and records must be established as such.

b. The Contractor shall identify all Superfund property and designate it as such both on the item and on the Government property record. If it is not practicable to tag the item, the contractor shall write the ID number on a tag, card or other entity that may be kept with the item or in a file.

c. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted to the record in a timely manner following an action.

d. For Government vehicles, in addition to the data elements required by EPA, the contractor shall also comply with the General Services Administration (GSA) and Department of Energy (DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the contractor shall notify the designated CPC and the Fleet Manager.

e. When Government property is disclosed to be in the management and/or control of the contractor but not provided under any contract, the contractor shall record and report the property in accordance with FAR 52.245-1.

6. Inventories of Government Property. The contractor shall conduct a complete physical inventory of EPA property at least once per year. The contractor shall report the results of the inventory, including any discrepancies, to the CO. Reconciliation of discrepancies shall be completed in accordance with the schedule negotiated with the CO. See section 10 herein, Contract Closeout, for information on final inventories.

7. Reports of Government Property. EPA requires an annual summary report, for each contract, by contract number, of Government property in the contractor's possession. The annual summary is due as of September 30th of each year, and upon contract termination or expiration.

a. For each classification listed on the EPA Property Report form, with the exception of material, the contractor shall provide the total acquisition cost and total quantity. If there are zero items in a classification, or if there is an ending balance of zero, the classification must be listed with zeros in the quantity and acquisition cost columns.

b. For material, the contractor shall provide the total acquisition cost only.

c. Property classified as Plant Equipment, Superfund and Special Test Equipment must be reported on two separate lines. The first line shall include the total acquisition cost and quantity of all items or systems with a unit acquisition cost of \$25,000 or more. The second line shall include the total acquisition cost and quantity of all items with a unit acquisition cost of less than \$25,000.

d. For items comprising a system, which is defined as "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a system with one total dollar amount for the system, if that system total is \$25,000 or more.

e. The reports are to be received at EPA by the CPC by October 5th of each year.

f. Distribution shall be as follows:

Original to: CPC

One copy: CO

g. Contractors are required to comply with GSA and DOE special reporting requirements for motor vehicles. A statement of these requirements will be provided by the EPA Facility Management and Services Division (FMSD) concurrent with receipt of each vehicle. The contractor shall provide detailed reports on an as-needed basis, as may be requested by the CO or the CPC.

8. Disposition of Government Property. The disposition process is composed of three distinct phases: identification, reporting, and final disposition identification. The disposition process begins with the contractor identifying Government property that is no longer required for contract performance. Effective contract property management systems provide for identification of excess as it occurs. Once Government property has been determined to be excess to the accountable contract, it must be screened against the contractor's other EPA contracts for further use. If the property may be reutilized, the contractor shall notify the CO in writing. Government property will be transferred via contract modifications to other contracts only when the COs on both the current contract and the receiving contract authorize the transfer.

b. Reporting.

(i) EPA Government property shall be reported in accordance with FAR 52.245-1. The Standard Form, SF 1428, Inventory Disposal Schedule, provides the format for reporting excess Government property. Instructions for completing and when to use the form may be found at FAR 52.245-1(j). Forward the completed SF 1428 to the CPC. The SF 1428 is available at <http://www.arnet.gov/far/current/html/FormsStandard54.html>. Superfund property must contain a Superfund notification and the following language must be displayed on the form: "Note to CO: Reimbursement to the EPA Superfund is required."



(ii) DCMA. If the EPA contract has been re-delegated to DCMA, the excess items will be entered into the Plant Clearance Automated Reutilization Screening System (PCARSS). Access and information pertaining to this system may be addressed to the DCMA Plant Clearance Officer (PLCO).

c. Disposition Instructions.

(i) Retention. When Government property is identified as excess, the CO may direct the contractor in writing to retain all or part of the excess Government Property under the current contract for possible future requirements.

(ii) Return to EPA. When Government property is identified as excess, the CO may direct the contractor in writing to return those items to EPA inventory. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO.

(iii) Transfer. When Government property is identified as excess, the CO may direct the contractor in writing to transfer the property to another EPA contractor. The contractor shall transfer the property by shipping it in accordance with the instructions provided by the CO. To effect transfer of accountability, the contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this clause.

(iv) Sale. If GSA or the DCMA PLCO conducts a sale of the excess Government property, the contractor shall allow prospective bidders access to property offered for sale.

(v) Abandonment. Abandoned property must be disposed of in a manner that does not endanger the health and safety of the public. If the contract is delegated to DCMA and the contractor has input EPA property into the PCARSS system, the EPA Property Utilization Officer (PUO) shall notify the CO. The CO shall notify the contractor in writing of those items EPA would like to retain, have returned or transferred to another EPA contractor. The contractor shall notify the DCMA PLCO and request withdrawal of those items from the inventory schedule. The contractor shall update the Government property record to indicate the disposition of the item and to close the record. The contractor shall also obtain either a signed receipt or proof of shipment from the recipient. The contractor shall notify the CO when all actions pertaining to disposition have been completed. The contractor shall complete an EPA Property report with changes, to include supporting documentation of completed disposition actions and submit it to the CPC.

9. Decontamination. In addition to the requirements of the "Government Property" clause and prior to performing disposition of any EPA Government Property, the contractor shall certify in writing that the property is free from contamination by any hazardous or toxic substances.

10. Contract Closeout. The contractor shall complete a physical inventory of all Government property at contract completion and the results, including any discrepancies, shall be reported to the CO. If the contract is delegated to DCMA, the physical inventory report will be submitted to the EPA CO and a copy submitted to the DCMA PA. In the case of a terminated contract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded to the CO and if delegated, a copy to the DCMA PA. In order to expedite the disposal process, contractors may be required to, or may elect to submit to the CPC, an inventory schedule for disposal purposes up to six (6) months prior to contract completion. If such an inventory schedule is prepared, the contractor must indicate the earliest date that each item may be disposed. The contractor shall update all property records to show disposal action. The contractor shall notify the CO, and, if delegated, the DCMA PA, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed. The

contractor shall complete a FINAL EPA Property report with all supporting documentation to the CPC.

Required Data Element--In addition to the requirements of FAR 52.245-1(f)(vi), Reports of Government Property, the contractor is required to maintain, and report the following data elements for EPA Government property (all elements are not applicable to material): Name and address of the administrative Contracting Officer; Name of the contractor representative; Business type; Name and address of the contract property coordinator; Superfund (Yes/No); No. of Subcontractor/Alternate Locations.

Note: For items comprising a system which is defined as, "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the Annual Report of Government Property, the components must be reported as a system with one total dollar amount for the system, if that system total is \$25,000 or more.

#### **G.5 EPA-G-42-101 CONTRACT ADMINISTRATION REPRESENTATIVES**

Contract-Level Contracting Officers Representatives (CORs)/Project Officers for this contract are as follows:

Bryan Lobar

Contracting Officials responsible for administering this contract are as follows:

Jody Gosnell

#### **G.6 EPA-G-45-101 DESIGNATION OF PROPERTY ADMINISTRATOR**

The property administrator for this contract is as follows:

Property Administrator's name, organization, address, email address, and phone number (if applicable)] (To Be Inserted at Task Order Level)

The property administrator is the Contracting Officer's designated representative on property matters. The Contractor shall furnish all required information on property to the property administrator.

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE

Clause Database	Clause Number	Clause Title
FAR	52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements. (JAN 2017)
EPAAR	1552.203-71	Display of EPA Office of Inspector General Hotline poster. (JUL 2016)
EPAAR	1552.209-71	Organizational conflicts of interest. (MAY 1994) - Alternate I (MAY 1994)
EPAAR	1552.209-75	Annual certification. (MAY 1994)
EPAAR	1552.235-70	Screening business information for claims of confidentiality. (APR 1984)
EPAAR	1552.235-71	Treatment of confidential business information. (APR 1984)
EPAAR	1552.235-79	Release of contractor confidential business information. (APR 1996)
EPAAR	1552.235-80	Access to confidential business information. (OCT 2000)

### H.2 EPAAR 1552.209-73 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL. (MAY 1994) - ALTERNATE I (JAN 2015)

- (a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.
- (b) The Contractor agrees to notify immediately the EPA Contracting Officer's Representative and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.
- (c) The Contractor agrees to notify each Contracting Officer's Representative and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.
- (d) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions

which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

(End of clause)

**H.3 EPAAR 1552.227-76 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT. (MAY 1994) - ALTERNATE I (JAN 2015)**

- (a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.
- (b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.
- (c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.
- (d) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

(End of clause)

**H.4 EPAAR 1552.235-75 ACCESS TO TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (APR 1996).**

In order to perform duties under the contract, the Contractor will need to be authorized for access to Toxic Substances Control Act (TSCA) confidential business information (CBI). The Contractor and all of its employees handling CBI while working under the contract will be required to follow the procedures contained in the security manual entitled "TSCA Confidential Business Information Security Manual." These procedures include applying for TSCA CBI access authorization for each individual working under the contract who will have access to TSCA CBI, execution of confidentiality agreements, and designation by the Contractor of an individual to serve as a Document Control Officer. The Contractor will be required to abide by those clauses contained in EPAAR 1552.235-70, 1552.235-71, and 1552.235-78 that are appropriate to the activities set forth in the contract.

Until EPA has inspected and approved the Contractor's facilities, the Contractor may not be authorized for TSCA CBI access away from EPA facilities.

(End of provision)

#### **H.5 EPAAR 1552.235-76 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION. (APR 1996)**

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Information Law or his/her designee; and (iii) return the CBI to the PO or his/her designee, whenever the information is no longer required by the Contractor for performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(End of clause)

#### **H.6 EPAAR 1552.235-78 DATA SECURITY FOR TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (DEC 1997).**

The Contractor shall handle Toxic Substances Control Act (TSCA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality."

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose TSCA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all TSCA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the TSCA CBI Security Manual. The manual may be obtained from the Director, Information Management Division (IMD), Office of Pollution Prevention and Toxics (OPPT), U.S. Environmental Protection Agency (EPA), 1200 Pennsylvania Ave., NW., Washington, DC 20460. Prior to receipt of TSCA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to TSCA CBI have been briefed on the handling, control, and security requirements set forth in the TSCA CBI Security Manual.

(2) The Contractor shall permit access to and inspection of the Contractor's facilities in use under this contract by representatives of EPA's Assistant Administrator for Administration and Resources Management, and the TSCA Security Staff in the OPPT, or by the EPA Project Officer.

(3) The Contractor Document Control Officer (DCO) shall obtain a signed copy of EPA Form 7740-6, "TSCA CBI Access Request, Agreement, and Approval," from each of the Contractor's employees who will have access to the information before the employee is allowed access. In addition, the Contractor shall obtain from each employee who

will be cleared for TSCA CBI access all information required by EPA or the U.S. Office of Personnel Management for EPA to conduct a Minimum Background Investigation.

(b) The Contractor agrees that these requirements concerning protection of TSCA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under TSCA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in TSCA (15 U.S.C. 2613(d)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee, all documents, logs, and magnetic media which contain TSCA CBI. In addition, each Contractor employee who has received TSCA CBI clearance will sign EPA Form 7740-18, "Confidentiality Agreement for Contractor Employees Upon Relinquishing TSCA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA OPPT/IMD, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause, when:

(1) The Contractor submits a timely written request for an equitable adjustment; and,

(2) The facts warrant an equitable adjustment.

(End of clause)

#### **H.7 EPAAR 1552.237-70 CONTRACT PUBLIC REVIEW PROCEDURES. (APR1984)**

(a) Material generated under this contract intended for release to the public is subject to the Agency's publication review process in accordance with the EPA Order on this subject and the following.

(b) Except as indicated in paragraph (c) of this contract, the Contractor shall not independently publish or print material generated under this contract until after completion of the EPA review process. The Contracting Officer's Representative will notify the Contractor of review completion within \_\_ calendar days after the Contractor's transmittal to the Contracting Officer's Representative of material generated under this contract. If the Contractor does not receive Contracting Officer's Representative notification within this period, the Contractor shall immediately notify the Contracting Officer in writing.

(c) The Contractor may publish, in a scientific journal, material resulting directly or indirectly from work performed under this contract, subject to the following:

(1) The Contractor shall submit to the Contracting Officer and the Contracting Officer's Representative, at least 30 days prior to publication, a copy of any paper, article, or other dissemination of information intended for publication.

(2) The Contractor shall include the following statement in a journal article which has not been subjected to EPA review: "Although the research described in this article has been funded wholly or in part by the United States Environmental Protection Agency contract (number) to (Name of Contractor), it has not been subject to the Agency's review and therefore does not necessarily reflect the views of the Agency, and no official endorsement should be inferred."

(3) Following publication of the journal article, the Contractor shall submit five copies of the journal article to the Contracting Officer's Representative, and one copy to the Contracting Officer.

(d) If the Government has completed the review process and agreed that the contract material may be attributed to EPA, the Contractor shall include the following statement in the document:

This material has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name). It has been subject to the Agency's review, and it has been approved for publication as an EPA document. Mention of trade names or commercial products does not constitute endorsement or recommendation for use.

(e) If the Government has completed the review process, but decides not to publish the material, the Contractor may independently publish and distribute the material for its own use and its own expense, and shall include the following statement in any independent publication:

Although the information described in this article has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name), it does not necessarily reflect the views of the Agency and no official endorsement should be inferred.

(End of clause)

#### **H.8 EPAAR 1552.237-71 TECHNICAL DIRECTION. (AUG 2009)**

(a) *Definitions.*

*Contracting officer technical representative (COTR)*, means an individual appointed by the contracting officer in accordance with Agency procedures to perform specific technical and administrative functions.

*Task order*, as used in this clause, means work assignment, delivery order, or any other document issued by the contracting officer to order work under a service contract.

(b) The Contracting Officer's Representative(s) may provide technical direction on contract or work request performance. Technical direction includes:

(1) Instruction to the contractor that approves approaches, solutions, designs, or refinements; fills in details; completes the general descriptions of work shifts emphasis among work areas or tasks; and

(2) Evaluation and acceptance of reports or other deliverables.

(c) Technical direction must be within the scope of work of the contract and any task order there under. The Contracting Officer's Representative(s) does not have the authority to issue technical direction which:

(1) Requires additional work outside the scope of the contract or task order;

(2) Constitutes a change as defined in the "Changes" clause;

(3) Causes an increase or decrease in the estimated cost of the contract or task order;

(4) Alters the period of performance of the contract or task order; or

(5) Changes any of the other terms or conditions of the contract or task order.

(d) Technical direction will be issued in writing or confirmed in writing within five (5) days after oral issuance. The contracting officer will be copied on any technical direction issued by the Contracting Officer's Representative.

(e) If, in the contractor's opinion, any instruction or direction by the Contracting Officer's Representative(s) falls within any of the categories defined in paragraph (c) of the clause, the contractor shall not proceed but shall notify the



contracting officer in writing within 3 days after receiving it and shall request that the contracting officer take appropriate action as described in this paragraph. Upon receiving this notification, the contracting officer shall:

(1) Advise the contractor in writing as soon as practicable, but no later than 30 days after receipt of the contractor's notification, that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract;

(2) Advise the contractor within a reasonable time that the government will issue a written modification to the contract; or

(3) Advise the contractor that the technical direction is outside the scope of the contract and is thereby rescinded.

(f) A failure of the contractor and contracting officer to agree as to whether the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the provisions of the clause entitled "Disputes" in this contract.

(g) Any action(s) taken by the contractor, in response to any direction given by any person acting on behalf of the government or any government official other than the contracting officer or the Contracting Officer's Representative, shall be at the contractor's risk.

(End of clause)

#### **H.9 EPAAR 1552.237-72 KEY PERSONNEL (APR 1984)**

(a) The Contractor shall assign to this contract the following key personnel:

Program Manager (b)(4) Alt. Program Manager's (b)(4) and (b)(4)  
Quality Assurance Manager (b)(4)

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

(End of clause)

#### **H.10 1552.237-75 PAPERWORK REDUCTION ACT. (APR1984)**

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 *et seq.* applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.



#### **H.11 EPAAR 1552.237-76 GOVERNMENT-CONTRACTOR RELATIONS. (JUN 1999)**

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

- (1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.
- (2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.
- (3) Be used in administration or supervision of Government procurement activities.

(c) Employee relationship. (1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of employee benefits. This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

- (1) Payments by the Government under this contract are not subject to Federal income tax withholdings.
- (2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.
- (3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.
- (4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.
- (5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within \_\_\_\_ (to be negotiated and inserted into the basic contract at contract award) calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within \_\_\_\_ (to be negotiated and inserted into the basic contract at contract award) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

- (i) Confirm that the conduct is in violation and when necessary direct the mode of further performance,
- (ii) Countermand any communication regarded as a violation,

(iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

(End of clause)

#### **H.12 EPA-H-07-101 PUBLIC COMMUNICATION**

The Contractor shall not represent itself as EPA to outside parties. To maintain public trust, and to not mislead the public, the Contractor shall, when communicating with outside parties, identify itself as an Agency Contractor.

When performing work for EPA, contractor personnel must be easily identifiable to the public as an EPA contractor through use of badges, corporate logos, or other distinguishable credentials.

#### **H.13 EPA-H-07-102 IDENTIFICATION OF ON-SITE CONTRACTOR EMPLOYEES**

All Contractor, subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing work on EPA property or attending meetings in the performance of this contract. The badge shall contain the individual's name, the company name and logo. When participating in such meetings (e.g., as a speaker, panel member), those individuals in Contractor employ must supplement physical identification (e.g., badges, place markers) with verbal announcements so that it is clear to the assembled group that they are employees of the Contractor, not Agency staff members. In addition, when working on EPA property, all contractor, subcontractor, and consultant personnel shall have signs visible on their desks or at their work sites that clearly state that they are not EPA employees.

#### **H.14 EPA-H-07-103 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA CONTRACTS)**

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.

10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.

11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.

12. Preparing responses to Congressional correspondence.

13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.

14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.

15. Conducting administrative hearings.

16. Reviewing findings concerning the eligibility of EPA employees for security clearances.

17. The actual preparation of an office's official budget request.

#### **H.15 EPA-H-09-101 CONTRACTOR DISCLOSURE REQUIREMENT FOR CONFLICT OF INTEREST**

In submitting notices of potential corporate, affiliate or personal conflicts of interest, the Contractor shall answer each of the following questions as thoroughly as possible. If necessary, the Contracting Officer may request additional information. If a particular question does not apply to the particular situation, the Contractor shall reply by writing "Not Applicable" rather than by making no response.

The Contractor shall forward a copy of the company's answers to both the Contracting Officer and the Project Officer. Subcontractors must submit their answers to the EPA through the Prime contractor. This information, however, may be marked confidential and sent in a sealed and numbered envelope which is to be opened only by the Contracting Officer. All EPA decisions regarding the notifications will be sent to the prime contractor in writing. The prime contractor shall be responsible for forwarding the Contracting Officer's decision to the subcontractor.

1. During the past three (3) calendar years, has the company or any employees that will be working at this site performed work at this site/facility? If the answer is "yes", describe, in detail, the nature of work the company or employee(s) performed and provide the names of the employee(s); the dates the work took place and identify the client(s) for whom the work was performed. Note: For reporting purposes, all clients including Commercial, Federal, State or local entities other than the EPA should be included in the check for potential conflict of interest.
2. For any work identified in question 1 that was performed by the company, provide the approximate dollar value of work performed for each client as well as the company's annual sales by fiscal year.
3. With whom has this potential conflict of interest been discussed (include EPA personnel, legal advisors, etc.)?
4. Provide, if relevant, information regarding how the company's organizational structure and/or management system affects its knowledge of possible conflicts or interest relating to other divisions or sections of the organization and how that structure or system could prevent or mitigate/neutralize potential conflicts of interest.
5. Provide an update of any significant change in control or ownership of the company since the submission of information for responsibility determination.
6. Provide any additional information which may be pertinent to this request.

When submitting responses to these questions, the Contractor shall provide the name and telephone number of someone in the company who is knowledgeable with regard to this notice of potential conflict of interest.

#### **H.16 EPA-H-09-106 TASK ORDER CONFLICT OF INTEREST CERTIFICATION**

For each task order (TO) request for offer, the Contractor shall provide the Contracting Officer a conflict of interest certification within seven (7) business days of receipt of the task order request for offer. Where TOs are issued for work on or directly related to a site, the Contractor is only required to provide a conflict of interest certification for the first TO issued for that site. For all subsequent work on that site, the Contractor has a continued obligation to search and report any actual or potential conflicts of interest, but no additional conflict of interest certifications are required.

In the certification the Contractor must certify, to the best of the Contractor's knowledge and belief, all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that, to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this TO, or relating to this TO, have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this TO or other work relating to this site.

#### **H.17 EPA-H-15-101 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT**

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

#### **H.18 EPA-H-23-101 ENVIRONMENTALLY PREFERABLE PRACTICES**

The contractor shall, to the greatest extent practicable, utilize environmentally preferable practices in its course of business. "Environmentally preferable" is defined as products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose.

This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service. Consideration of environmentally preferable practices must be consistent with price, performance, availability, and safety conditions.

#### **H.19 EPA-H-28-106 INSURANCE-WORK ON A GOVERNMENT INSTALLATION**

The Contractor's insurance requirements of Clause 52.228-5, Insurance--Work on a Government Installation (JAN 1997), shall be as follows:

At a minimum, the Contractor shall procure and maintain the following types and amounts of insurance:

- (1) Workmen's compensation and occupational disease insurance in amounts sufficient to satisfy Federal and State laws;
- (2) Employer's liability insurance of at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers;
- (3) General liability insurance for bodily injury liability coverage written on the comprehensive form of policy of at least \$500,000 per occurrence; and
- (4) Automobile liability insurance written on the comprehensive form of policy providing for bodily injury and

property damage liability covering the operation of all automobiles used in connection with performance of the contract of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

## **H.20 EPA-H-31-104 APPROVAL OF CONTRACTOR TRAVEL**

(a) For purposes of this clause, the term "travel" does not include local transportation. "Local Transportation" is defined as travel within 50 miles from the contractor personnel's assigned work location for performance of the contract that does not involve an overnight stay.

(b) Any contractor travel which may be directly charged to the contract must be authorized in advance by the Contract-Level COR. This approval shall be separate from the process associated with the approval of work plans.

(c) (See paragraph (f) below).

(d) Travel shall be authorized under this contract only when the travel is required to provide a direct service (including management oversight) or specific product to the Government that is identified in the contract's Performance Work Statement (and/or any applicable work assignment). The contractor shall identify the need for travel in any work plans submitted and shall clearly identify in an accompanying narrative the relationship of the travel to the direct service required by the Government. Unless/until the Contract-Level COR specifically approves the travel proposed under a work assignment (apart from approval of the remainder of the work assignment- see paragraph (e) below), the contractor shall not perform travel. Travel and associated costs for such travel (lodging, per diem, and incidental expenses) shall be allowable only in accordance with the limitations of FAR 31.205-43 and FAR 31.205-46.

(e) Travel expenses for Federal employees shall not be an allowable cost under this contract. Travel approval shall not be rendered for any personnel (including for example State or local government officials, academicians, etc.) except for employees of the contractor, or an authorized subcontractor or consultant, who are performing a bona fide function to accomplish the Performance Work Statement

(f) To obtain the approval for travel, the contractor shall submit a separate written request to the Contract-Level COR for each instance of travel for the contractor (including subcontractors/consultants) that is contemplated as a direct charge under the contract. The request shall include (at a minimum) the following information:

(1) Individual(s) traveling. Identify position and affiliation as a contractor/subcontractor employee or authorized consultant.

(2) Description of circumstances necessitating the travel. Identify the work assignment(s) that will benefit from the travel and detail the correlation of the travel to the requirements of the Performance Work Statement

(3) Identify the estimated cost and include a cost breakdown. Explain why this is the most cost effective means to fulfill the contract requirements.

(g) Approval of work plans that include travel as an other direct cost element shall not be construed to mean the travel is approved; i.e., separate approval shall be obtained from the Contract-Level COR.

(h) While on travel, Contractor personnel shall clearly identify corporate affiliation at the start of any meeting. While attending EPA-sponsored meetings, conferences, symposia, etc. or while on a Government site, Contractor personnel shall wear a badge which identifies the individual as a contractor employee. Contractor personnel are strictly prohibited from acting as an official representative of the Agency at meetings, conferences, symposia, etc.

## **H.21 EPA-H-31-105 APPROVAL OF TRAINING**

(a) The contractor shall provide and maintain a qualified staff of personnel to meet the requirements of the Performance Work Statement. The contractor shall provide training to keep its personnel abreast of changes to the science and/or technology associated with the requirements of the contract. In addition, the contractor shall ensure that its personnel receive appropriate safety, health and environmental training in accordance

with Federal, state and local requirements prior to assigning any task that require such training. The contractor shall provide documentation of such training upon the request of the Contract-Level COR and/or Contracting Officer.

The Government will not directly reimburse the cost for contractor employees to meet or maintain minimal contract requirements or to obtain and sustain an appropriate level of professionalism. Any direct charges for training will only be considered for reimbursement under this contract by compliance with the procedures set forth in paragraph (b) below.

(b) There may be occasions when it is determined to be in the best interest of the Government to reimburse the contractor for the direct cost of training associated with a requirement that represents a unique Government need unrecognized at the time of contract award. When such circumstances occur, the contractor shall secure the Contracting Officer's prior written approval by submitting a written request through the Contract-Level COR that includes, at a minimum the following information:

(1) Individual to be trained [FILLIN#1#Identify position and job duties under contract].

(2) Description of circumstances necessitating the training. [FILLIN#2#Describe the specific change to the performance requirements. Identify by number and title of the work assignment(s) that will benefit from training and describe in detail how the training relates to the Performance Work Statement and job duties under the contract].

(3) Estimated cost [FILLIN#3#Include a cost breakdown. Explain why this is the most cost-effective means to fulfill the contract requirements].

(c) The Contracting Officer will provide the contractor with written approval or disapproval of the request. Approval of work plans that include training as another direct cost element shall not be construed to mean the training is approved; i.e., the contractor shall obtain written approval pursuant to the terms of this clause. Training billed as a direct cost shall be disallowed by the Contracting Officer unless approved pursuant to the terms of this clause.

## **H.22 EPA-H-31-106 EPA-SPONSORED MEETINGS, WORKSHOPS, AND/OR CONFERENCES**

If this contract requires contractor support for an EPA-sponsored meeting, workshop, conference, etc., the following shall apply:

EPA meetings shall be held in Federal facilities whenever available. The EPA Contract-level Contracting Officer's Representative (COR) or Work Assignment COR will determine and advise the contractor as to the availability of Federal facilities.

The allowability of travel costs for contractor personnel and experts, consultants and others hired under subcontracts to provide services to EPA shall be determined under Part 31 of the Federal Acquisition Regulation. The cost of travel, food, lodging, etc., for other conference attendees, including trainees, shall not be an allowable cost under this contract. Travel costs must be approved by the COR.

## **H.23 EPA-H-39-101 CONTRACTOR ACCESS TO EPA COMPUTERS**

The personnel listed below have been authorized access to EPA computers in the performance of this contract. In the event of changes to this listing through a reassignment, resignation, termination, completion of a task or any other reason making such access unnecessary, the Contractor shall immediately notify the Contracting Officer.

[TBD]

## **H.24 EPA-H-39-102 NOTIFICATION OF PERSONNEL REQUIRING ACCESS TO EPA COMPUTERS**

As a part of its proposal, the offeror shall include a listing of those personnel who will require access to EPA computers in the performance of the anticipated contract. See the "Access to EPA Computers" clause for additional

information regarding computer access.

## **H.25 EPA-H-42-102 UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION**

EPA will utilize the FedConnect® web portal in administering this contract. The contractor must be registered in FedConnect® and have access to the FedConnect website located at <https://www.fedconnect.net/Fedconnect/>. For assistance in registering or for other FedConnect® technical questions please call the FedConnect® Help Desk at (800) 899-6665 or email at [support@fedconnect.net](mailto:support@fedconnect.net).

End of clause

## **H.26 EPA-H-42-103 TEMPORARY CLOSURE OF EPA FACILITIES**

(a)(1) The Environmental Protection Agency observes the following days as federal holidays. The term "Federal holidays" as used in this clause shall mean only the following enumerated days and any other days hereafter declared National holidays by the President of the United States. Holidays falling on a Sunday will be observed on the following Monday. Holidays falling on a Saturday will be observed on the preceding Friday.

January 1	New Year's Day
January - Third Monday	Martin Luther King Day
February - Third Monday	Washington's Birthday
May - Last Monday	Memorial Day
July 4	Independence Day
September - First Monday	Labor Day
October - Second Monday	Columbus Day
November 11	Veterans Day
November - Fourth Thursday	Thanksgiving Day
December 25	Christmas Day

(2) Holiday observances of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the Contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in the contract.

(b)(1) EPA may close an EPA facility for all or a portion of a business day as a result of:

- (i) Granting administrative leave to non-essential EPA employees (e.g., unanticipated holiday);
- (ii) Inclement weather;
- (iii) Failure of Congress to appropriate operational funds;
- (iv) Any other day designated by Federal law, Executive Order or Presidential Proclamation; or
- (v) Other reason as determined by the EPA (e.g., designated furlough day for federal workers).

(2) In such cases, Contractor personnel not determined by the Contracting Officer to be excepted (e.g., not performing mission-critical round-the-clock services/tasks) who are not already on duty at the facility shall not report to the facility. Such Contractor personnel already present shall be dismissed and shall leave the facility.

(3) The Contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of mission-critical services/tasks already in operation or scheduled for performance during the period in which EPA employees are dismissed, and shall be guided by any specific instructions of the Contracting Officer or his/her duly authorized representative. In formulating instructions, the Contracting Officer or authorized representative may consider recommendations from regional/local EPA facilities management/operations staff.

(c) When Contractor personnel services are not required or provided due to closure of an EPA facility as described in paragraph (b), the contract price will be adjusted as follows:

(1) For fixed-price contracts, deductions in the Contractor's price will be computed as appropriate for the particular firm fixed price contract in question, e.g.,

① The deduction rate in dollars per day will be equal to the per-month contract price divided by 21 days per month.



(In this example, the 21-days-per-month figure was calculated as follows:  
 365 calendar days/year – 10 Federal holidays – 104 Saturdays/Sundays = 251 days/12 months  
 = 20.92 days/month, rounded up to 21 days/month)

(ii) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided. If services are provided for portions of days, appropriate adjustment will be made by the Contracting Officer to ensure that the Contractor is compensated for services provided.

(2) For cost-reimbursement, time-and-materials and labor-hour type contracts, EPA shall not reimburse, as direct costs, salaries or wages of Contractor personnel for the period during which such personnel are dismissed from, or do not have access to, the facility.

(d) The Contractor shall place identical requirements, including this paragraph, in all subcontracts that require performance of work on-site unless otherwise instructed by the Contracting Officer.

## H.27 EPA-H-44-101 TEAM SUBCONTRACTOR AGREEMENTS

The contractor shall provide, within five (5) business days of award notice, one copy of each proposed team subcontract agreement, when applicable, to the Contracting Officer. A copy of the executed team subcontract and any subsequent modifications shall also be provided to the Contracting Officer within 10 business days of execution.

## H.28 CLAUSES NOT APPLICABLE TO TIME-AND-MATERIALS AND LABOR-HOUR TYPE TASK ORDERS

**During Task Order performance, the contractor shall adhere to all contract-level clauses applicable to Task Orders, however the following list of contract clauses do not apply to Task Orders that are Time-and-Materials (T&M) type:**

<u>REGULATION</u>	<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
FAR	52.229-3	FEB 2013	FEDERAL, STATE, AND LOCAL TAXES
FAR	52.232-1	APR 1984	PAYMENTS
FAR	52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
FAR	52.232-11	APR 1984	EXTRAS
FAR	52.243-1	AUG 1987	CHANGES—FIXED PRICE ALTERNATE I (APR 1984)
FAR	52.246-2	AUG 1996	INSPECTION OF SUPPLIES—FIXED-PRICE
FAR	52.246-4	AUG 1996	INSPECTION OF SERVICES—FIXED-PRICE
FAR	52.249-2	APR 2012	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
FAR	52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)

## H.29 CLAUSES NOT APPLICABLE TO FIRM-FIXED-PRICE TYPE TASK ORDERS

**During Task Order performance, the contractor shall adhere to all contract-level clauses applicable to Task Orders, however the following list of contract clauses do not apply to Task Orders that are Firm-Fixed-Price (FFP) type:**

<u>REGULATION</u>	<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
FAR	52.232-7	AUG 2013	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS
FAR	52.216-7	JUN 2013	ALLOWABLE COST AND PAYMENT
FAR	2.216-31	FEB 2007	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL



FAR	52.243-3	SEP 2000	REQUIREMENTS-COMMERCIAL ITEM ACQUISITION CHANGES—TIME-AND-MATERIALS OR LABOR-HOUR
FAR	52.246-6	MAY 2001	INSPECTION—TIME-AND-MATERIAL AND LABOR-HOUR
FAR	52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT) ALTERNATE IV (SEP 1996)

## SECTION I - CONTRACT CLAUSES

### I.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE

Clause Database	Clause Number	Clause Title
FAR	52.202-1	Definitions. (NOV 2013)
FAR	52.203-3	Gratuities. (APR 1984)
FAR	52.203-5	Covenant Against Contingent Fees. (MAY 2014)
FAR	52.203-6	Restrictions on Subcontractor Sales to the Government. (SEP 2006)
FAR	52.203-7	Anti-Kickback Procedures. (MAY 2014)
FAR	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (MAY 2014)
FAR	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity. (MAY 2014)
FAR	52.203-12	Limitation on Payments to Influence Certain Federal Transactions. (OCT 2010)
FAR	52.203-13	Contractor Code of Business Ethics and Conduct. (OCT 2015)
FAR	52.203-14	Display of Hotline Poster(s). (OCT 2015)
FAR	52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights. (APR 2014)
FAR	52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (MAY 2011)
FAR	52.204-9	Personal Identity Verification of Contractor Personnel.
FAR	52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016)
FAR	52.204-13	System for Award Management Maintenance. (OCT 2016)
FAR	52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015)
FAR	52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013)
FAR	52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)
FAR	52.210-1	Market Research. (APR 2011)
FAR	52.215-2	Audit and Records - Negotiation. (OCT 2010)
FAR	52.215-8	Order of Precedence - Uniform Contract Format. (OCT 1997)
FAR	52.215-10	Price Reduction for Defective Certified Cost or Pricing Data (AUG 2011)
FAR	52.215-11	Price Reduction for Defective Certified Cost or Pricing Data – Modifications (AUG 2011)
FAR	52.215-12	Subcontractor Certified Cost or Pricing Data (OCT 2010)
FAR	52.215-13	Subcontractor Certified Cost or Pricing Data – Modifications (OCT 2010)
FAR	52.216-7	Allowable Cost and Payment. (JUN 2013)
FAR	52.216-25	Contract Definitization
FAR	52.219-8	Utilization of Small Business Concerns. (NOV 2016)
FAR	52.219-9	Small business subcontracting plan. (JAN 2017)
FAR	52.219-14	Limitations on Subcontracting (JAN 2017)
FAR	52.219-16	Liquidated Damages - Subcontracting Plan. (JAN 1999)
FAR	52.219-28	Post-Award Small Business Program Representation. (JUL 2013)
FAR	52.222-3	Convict Labor. (JUN 2003)

FAR	52.222-17	Nondisplacement of Qualified Workers. (MAY 2014)
FAR	52.222-21	Prohibition of segregated facilities. (APR 2015)
FAR	52.222-26	Equal Opportunity. (SEP 2016)
FAR	52.222-35	Equal Opportunity for Veterans. (OCT 2015)
FAR	52.222-36	Equal Opportunity for Workers with Disabilities. (JUL 2014)
FAR	52.222-37	Employment Reports on Veterans. (FEB 2016)
FAR	52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)
FAR	52.222-50	Combating Trafficking in Persons. (MAR 2015)
FAR	52.222-54	Employment Eligibility Verification. (OCT 2015)
FAR	52.223-5	Pollution Prevention and Right-to-Know Information(MAY 2011)
FAR	52.223-6	Drug-Free Workplace. (MAY 2001)
FAR	52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving. (AUG 2011)
FAR	52.224-1	Privacy Act Notification (APR 1984)
FAR	52.224-2	Privacy Act (APR 1984)
FAR	52.225-13	Restrictions on Certain Foreign Purchases. (JUN 2008)
FAR	52.227-1	Authorization and Consent. (DEC 2007)
FAR	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement
FAR	52.227-14	Rights in Data-General. (MAY 2014)
FAR	52.227-17	Rights in Data--Special Works (DEC 2007)
FAR	52.229-3	Federal, State, and Local Taxes. (FEB 2013)
FAR	52.230-1	Cost Accounting Standards Notices and Certification (OCT 2015)
FAR	52.230-2	Cost Accounting Standards (OCT 2015)
FAR	52.230-6	Administration of Cost Accounting Standards (JUN 2010)
FAR	52.230-7	Proposal Disclosure—Cost Accounting Practice Changes (Apr 2005)
FAR	52.232-1	Payments. (APR 1984)
FAR	52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts. (AUG 2012)
FAR	52.232-8	Discounts for Prompt Payment. (FEB 2002)
FAR	52.232-11	Extras. (APR 1984)
FAR	52.232-16	Progress Payments. (APR 2012)
FAR	52.232-17	Interest. (MAY 2014)
FAR	52.232-23	Assignment of Claims. (MAY 2014)
FAR	52.232-25	Prompt payment. (JAN 2017)
FAR	52.232-33	Payment by Electronic Funds Transfer - System for Award Management. (JUL 2013)
FAR	52.232-39	Unenforceability of Unauthorized Obligations. (JUN 2013)
FAR	52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)
FAR	52.233-1	Disputes. (MAY 2014) – Alternate I (DEC 1991)
FAR	52.233-2	Service of Protest.
FAR	52.233-3	Protest after Award. (AUG 1996)
FAR	52.233-4	Applicable Law for Breach of Contract Claim. (OCT 2004)
FAR	52.237-3	Continuity of Services. (JAN 1991)
FAR	52.242-3	Penalties for Unallowable Costs. (MAY 2014)
FAR	52.242-4	Certification of Final Indirect Costs. (Jan 1997)
FAR	52.242-13	Bankruptcy. (JUL 1995)
FAR	52.243-1	Changes - Fixed-Price. (AUG 1987) - Alternate III (APR 1984)
FAR	52.243-3	Changes - Time-and-Materials or Labor-Hours. (SEP 2000)
FAR	52.244-2	Subcontracts. (OCT 2010)
FAR	52.244-6	Subcontracts for Commercial Items. (JAN 2017)
FAR	52.245-1	Government Property. (JAN 2017)
FAR	52.245-9	Use and Charges (APR 2012)
FAR	52.246-25	Limitation of Liability - Services. (FEB 1997)

FAR	52.249-2	Termination for Convenience of the Government (Fixed-Price). (APR 2012)
FAR	52.249-6	Termination (Cost-Reimbursement). (MAY 2004) - Alternate IV (SEP 1996)
FAR	52.249-8	Default (Fixed-Price Supply and Service). (APR 1984)
FAR	52.249-14	Excusable Delays. (APR 1984)
FAR	52.253-1	Computer Generated Forms. (JAN 1991)

**I.2 FAR 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA -- MODIFICATIONS (OCT 2010)**

*(a) Exceptions from certified cost or pricing data.*

(1) In lieu of submitting certified cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Information on modifications of contracts or subcontracts for commercial items.*

(A) If --

(1) The original contract or subcontract was granted an exception from certified cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include --

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established

catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

*(b) Requirements for certified cost or pricing data.* If the Contractor is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The Contractor shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instruction contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

### **I.3 FAR 52.216-18 ORDERING. (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through contract expiration.

(b) All task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

### **I.4 FAR 52.216-19 ORDER LIMITATIONS. (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$3,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor-

(1) Any order for a single item in excess of \$100 million;

(2) Any order for a combination of items in excess of \$100 million; or

(3) A series of orders from the same ordering office within 7 business days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 business days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

**I.5 FAR 52.216-22 INDEFINITE QUANTITY. (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 365 days beyond the expiration of the contract.

(End of clause)

**I.6 FAR 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the base contract.

(End of clause)

**I.7 FAR 52.228-5 -- INSURANCE -- WORK ON A GOVERNMENT INSTALLATION. (JAN 1997)**

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective --

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

**I.8 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (OCT 2015)**

(a) Definitions. As used in this clause-

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

**I.9 FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES. (JUL 2014)**

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified

individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

**I.10 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR: <https://www.acquisition.gov/sites/default/files/current/far/html/FARTOCP52.html>;

EPAAR: <http://farsite.hill.af.mil/reghtml/regs/other/epaar/1552.htm>

(End of clause)

**I.11 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES. (APR1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any EPA (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)



## **SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

### **J.1 EPA-J-52-101 LIST OF ATTACHMENTS**

ATTACHMENT 1: PERFORMANCE WORK STATEMENT

ATTACHMENT 2: SRC PRICING DOCUMENT (ATTACHMENT E)

## **Performance Work Statement**

### **Chemical Screening, Review, and/or Evaluation of New, Existing, and Safer Choice Chemical Substances**

#### **I. BACKGROUND**

The contractor shall provide technical and program support to the Environmental Protection Agency's (EPA's) Office of Pollution Prevention and Toxics (OPPT) by preparing screening-level chemistry assessments, Safer Choice (formerly Design for the Environment) chemical substance and product evaluations, updates to Safer Chemical Ingredients List (SCIL), Pollution Prevention assistance, and Toxic Release Inventory (TRI) support of chemical substances (including biotechnology, nanotechnology, and other new initiatives) in programs supporting the Toxic Substances Control Act (TSCA), the Frank R. Lautenberg Chemical Safety for the 21<sup>st</sup> Century Act, the Pollution Prevention Act (PPA), Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), Emergency Planning and Community Right to Know (EPCRA), Executive Orders, and other activities, including any amendments to such legislation and/or the issuance of new or revised Executive Orders..

Such support includes the chemistry, fate, hazard and other aspects of chemical substances, mixtures, and product manufacture, processing, use, potential new uses, and pollution prevention practices. In performing such evaluations, the contractor shall be required to gather, generate, evaluate, and communicate chemistry, fate, toxicology, and chemical technology information for a wide variety of chemical substances including substances prior to manufacture for commercial purposes (for which there may be little or no published data) as well as substances which are established in U.S. commerce and therefore may have extensive literature references. This tasking also includes identification of potential other uses for these substances and their substitutes. The contractor will be required to prepare assessments in a very short time, especially for new chemical reviews under Section 5 of TSCA (see premanufacture notifications (PMNs), Significant New Use Notices (SNUNs), Section 21 Petitions, Pollution Prevention claims, and various exemptions). The contractor will also be required to perform assessments using established EPA processes and for use in developing new procedures.

The Frank R. Lautenberg Chemical Safety for the 21<sup>st</sup> Century Act signed into law on June 22, 2016 provides EPA new authorities as well as additional responsibilities. The new legislation amends aspects of the Toxic Substances Control Act including the following: requires EPA to evaluate the safety of existing chemicals in commerce, starting with those most likely to cause risks; requires EPA to evaluate new and existing chemicals against a new risk-based safety standard that includes explicit considerations for vulnerable populations; empowers EPA to require the development of chemical information necessary to support these evaluations; establishes clear and enforceable deadlines that ensure both timely review of prioritized chemicals and timely action on identified risks; increases the public transparency of chemical information by limiting unwarranted claims of confidentiality and allowing for the appropriate sharing of confidential information with States and health and environmental professionals; and provides a source of funding for EPA to carry out these significant new responsibilities. EPA is implementing many new activities associated with this law, including actions directly related to

tasks included in this statement. Under the new law, EPA must review and make an affirmative determination on all premanufacture notices (PMNs) and significant new use notices (SNUNs) before manufacturing can commence. On November 29, 2016 EPA announced the first ten existing chemicals for which it will formally develop scoping documents and initiate risk evaluation, with additional chemicals to be added in the future. On Jul 20, 2017 EPA published the process and criteria that EPA will use to identify chemical substances as either High-Priority Substances for risk evaluation, or Low-Priority Substances for which risk evaluations are not warranted at the time [information available at <https://www.epa.gov/assessing-and-managing-chemicals-under-tsca/prioritizing-existing-chemicals-risk-evaluation> ], more information available at <https://www.epa.gov/tsca-inventory/tsca-inventory-notification-active-inactive-rule> ]. On August 11, 2017 EPA posted a TSCA Inventory rule to require manufacturers to notify EPA of chemicals manufactured and processed in the past 10 years [Information from manufacturers on which chemicals are still being manufactured and processed will help set priorities for risk evaluations.] The following draft rulemaking is also underway that will ultimately impact the tasks performed under this requirement as any rule is promulgated and then implemented: a) a proposed rule to collect fees from certain chemical manufacturers, importers and processors.

The Pollution Prevention Programs, including the Presidential Green Chemistry Challenge Awards Program and the Safer Choice Program, operating under the authorities of the PPA, TSCA and related Executive Orders, help industry develop safer products and processes, protect workers and the environment from exposures to hazardous materials, and help consumers and commercial buyers, including schools and other institutions, identify and select products with safer chemical ingredients, without sacrificing quality or performance. The Pollution Prevention Programs also work closely providing support to State and tribal technical assistance providers who promote the adoption of pollution prevention technologies, innovations, and practices throughout communities, local and state governments, and by institutions.

The Toxic Release Inventory (TRI) Program, operating under the Emergency Planning and Community Right to Know (EPCRA), tracks data submitted annually by facilities on chemical releases to the environment and/or managed through recycling, energy recovery and treatment. TRI helps support informed decision-making by industry, government, non-governmental organizations and the public. The TRI Program also collects and disseminates Pollution Prevention data from respondents.

Drafts of completed analyses, reviews, or evaluations may require outside review by scientists in designated disciplines prior to delivery to EPA. Completed reviews must adhere to relevant Agency guidelines. When necessary, they must be legally defensible and must be able to support regulatory, as well as non-regulatory, decisions and actions by EPA. The timetable for preparing these assessments usually requires coordination, adjustments and changes and, in effect, requires the Contractor to be on call for rapid turnaround of small-scale tasks. EPA must have access to the highest quality personnel, technical expertise, and scientific methodologies to assist in or conduct routine, peak workload, and short-turnaround scientific and technical analysis supporting TSCA, PPA, EPCRA, CERCLA, SARA and other acts, as well as Executive Orders, which EPA may support. The Contractor shall also be in adherence to the Agency's quality policy for the management of the quality of environmental data, as found at website <https://www.epa.gov/quality> in the performance of work. This access helps EPA sustain its regulatory and non-regulatory decisions and activities when reviewed by the public, stakeholders, other executive agencies, Congress, or the courts.

## II. PURPOSE

To meet these challenges, this procurement will provide support for chemical substance screening, review, and evaluation functions of OPPT.

### ***A. OPPT leads the review and regulation of new and existing chemical substances.***

In supporting the review of Premanufacture Notices (PMNs) (also known as “new” chemical substances) for establishing the identity of PMN substances, the contractor shall be tasked to develop draft chemistry assessments that shall include physical/chemical properties, the basic chemistry, environmental fate properties, human health and ecological hazards, potential new uses, and related chemicals. Chemistry assessments are a component of the PMN review process and serve as the foundation for the engineering, exposure, and hazard assessments used in the screening-level risk assessment and findings regarding any notice. The Agency historically received over 1,000 notices each year and a submitter must include available data on chemical identity, production volume, byproducts, use, environmental release, disposal practices, human exposure, and existing available test data. EPA risk assessors consider all of this information during the EPA new chemicals review process. PMNs are electronically submitted to the Agency.

Following receipt of a PMN or exemption notice, EPA scientists and program managers meet to evaluate the notice. EPA uses an integrated approach that draws on knowledge and experience across disciplinary and organizational lines to identify and evaluate concerns regarding health and environmental effects, exposure and release and economic impacts. Due to the frequent lack of experimental data, it has been necessary to develop and employ chemical structure-based and empirically-based predictive models and/or access databases to support the assessment of new chemicals. There are a range of actions the Agency can take to ensure new chemicals do not present an unreasonable risk to health or the environment. The contractor may also be required to provide a pollution prevention assessment involving characterization and quantification of the waste produced from the manufacturing processes of PMN substances preselected by EPA for review. The contractor will compare the information in the PMN submission provided by the submitter to technical criteria established by EPA, to ascertain whether concerns exist regarding types and amounts of waste associated with a given manufacturing process. The contractor may also be required to ascertain possible causes for the waste produced and to suggest approaches for its reduction and/or process alteration. The contractor may be required to analyze alternative synthetic chemical reactions or synthetic pathways.

The contractor shall also provide support for OPPT “existing” chemical regulatory activities, including development of scoping documents, screening-level review and risk evaluation of chemical substances for use in workplan and existing chemical assessments, notice and comment Significant New Use Rules, and other regulatory actions taken under the authorities of TSCA.

Under the amended TSCA, EPA is required to systematically prioritize and assess existing chemical substances and manage identified risks. Within six months from the date of the announcement that a chemical substance is subject to risk evaluation, EPA will issue a scoping document that will include information about the chemical substance, the hazards, exposures, conditions of use, and the potentially exposed or susceptible subpopulations the Agency expects

to consider in the risk evaluation. TSCA generally requires that these chemical risk evaluations be completed within three years of initiation, allowing for a single 6-month extension. EPA anticipates rolling work on 20 risk evaluations concurrently. The number of concurrent risk evaluations may be as high as 30.

The Contractor is expected to support the development of scoping documents, draft and final risk evaluations. Use dossiers will be developed to support the scoping and risk evaluation document, but the Contractor is not expected to work on developing use dossiers. The use dossiers will include use information from literature sources and information obtained from outreach meetings with stakeholders. These will be compiled by another contractor with input from economists in the OPPT's Chemistry, Economics, and Sustainable Strategies Division and regulatory specialists in the Chemical Control Division and National Program Chemical Divisions, and will be used to inform problem formulation, risk evaluation, and other analyses supporting the TSCA work.

Below is a short description of the contents of the scoping documents, draft and final risk evaluations, including expected work for exposure.

1. **Problem Formulation/Scoping:** During this stage, OPPT determines the exposure pathways, receptors and health endpoints that will be the focus of the risk evaluation for a particular substance or cluster under specific TSCA uses. Conceptual models, key assessment questions and the analysis plan document the conclusions of the problem formulation. Conceptual models are developed to capture the exposure pathways, receptor populations and effects that will be included in the human health and ecological risk evaluation. The key assessment questions are developed to drive the scope and analysis plan of the human health and ecological risk evaluation. Note, that not all data sources need to be reviewed in detail for purposes of the scoping documents. Scoping documents are required within 6 months of announcement of high-priority chemicals.
2. **Draft Risk Evaluation and public comment:** This step involves developing a risk evaluation document containing the technical contributions of multiple disciplines.
3. **Final Risk Evaluation:** EPA will update its draft risk evaluation if additional information would become available through public comment, literature review, required testing, or other sources.

OPPT uses “fit-for-purpose”<sup>1</sup> systematic reviews<sup>2</sup> where the scope and purpose of the scientific analysis for collecting, evaluating and integrating the data supporting our decisions are

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<sup>1</sup> “fit for purpose” means the components of the risk evaluations will be “fit-for-purpose.” All conditions of use will not warrant the same level of evaluation, and EPA expects that it may, in some cases, be able to reach conclusions without extensive or quantitative evaluations of risk. The of the phrase “fit-for-purpose” to “systematic review” is intended to clarify that different weight of the scientific evidence review methods may be appropriate for different information, types of evaluations, or decisions. Specifically, fit-for-purpose means that while EPA will always apply the principles contained in the definition, the depth or extent of the analysis will be commensurate with the nature and significance of the decision.

<sup>2</sup> As defined by the Institute of Medicine systematic review “is a scientific investigation that focuses on a specific question and uses explicit, pre-specified scientific methods to identify, select, assess, and summarize the findings of similar but separate studies. The goal of systematic review methods is to ensure that the review is complete, unbiased, reproducible, and transparent”. Reference: Institute of Medicine. Finding What works in Health Care: Standards for Systematic Reviews. p. 13-34. The National Academies Press. Washington, D.C. 2011.

defined during problem formulation. The fit-for-purpose systematic reviews generally follow an iterative process when new data become available. Iterations may also happen at any given step of the systematic review process. Below is a brief description of the steps in the systematic review process being used in our scoping documents, draft assessments and final assessments.

4. **Data Collection:** OPPT intends to collect most of the data/information upfront to support the scoping/problem formulations and chemical risk evaluations. Data will be collected under a defined set of literature search criteria and data sources for the different disciplines supporting the risk evaluation (chemistry, fate, engineering, exposure, human health hazard toxicology, ecotoxicology). The HERO database (Health and Environmental Research Online) will be used as an overall repository for all identified data sources. HERO access will be provided to the Contractor. However, another contractor will take the lead for conducting the majority of the data collection activities for activities related to the scoping and risk evaluations.
5. **Data Evaluation:** In the Data Evaluation phase, the collected data/information are critically appraised to determine their quality and utility. It can be subdivided in further steps.
  - a. Screening of literature to identify data/information that are potentially suitable and useful in the scoping document and risk evaluation. Review includes title review and abstract review. Search strategies and review criteria (inclusion/exclusion) will need to be documented, including using of tagging tools within HERO. Another contractor will be performing these steps.
  - b. Extraction, tabulation and development of study summaries which will assist in the evaluation of the reliability and relevance of studies. The Contractor may be asked to help with this step.
  - c. Evaluation of the reliability and relevance of studies to determine whether the information is of appropriate quality to be used in the assessment. For purposes of developing conceptual model and analysis plans in the scoping documents, chemical-specific, use-specific (from use dossiers), and discipline-specific data sources (from Data Collection step) will be analyzed at a high-level to inform development of exposure scenarios that will be assessed for risk assessment. This may include full-text review for a subset of the identified data sources. The Contractor may be asked to help with this step.
6. **Data Integration:** This is the step where all of the relevant data are combined and analyzed. OPPT uses a weight of evidence (WOE) approach when evaluating and synthesizing multiple evidence streams to support chemical risk evaluations. The Contractor may be asked to help with this step.
7. **Summary of Findings and Identification of Data Gaps:** OPPT will take risk management actions when unreasonable risks are identified throughout the risk evaluation process. Thus, it is critical that the findings of the systematic review are summarized in plain language, and any uncertainties and areas for further research are identified. The Contractor may be asked to help with this step.

New and existing chemical substance review under TSCA includes the following actions:

8. "Chemistry and chemical technology information" – the contractor shall provide detailed chemical identity such as chemical name and chemical structure, clarification of identity data, composition, chemical and physical properties, chemical reactions including *in vivo* reactivity, chemical processing, stoichiometry, byproducts,



impurities, feedstocks, and information pertaining to a full understanding of the use of a chemical substance for the purposes of classifying and coding the use data. Information for assessing human exposure, environmental release, and chemical market impacts must be included as well. This information may be required on the principal chemical substance(s) or on associated substances such as precursors, derivatives, feedstocks, byproducts, impurities, and similar substances. As new fields of interest develop, such as biotechnology and nanotechnology, the contractor may be tasked to research these areas as well.

9. "Environmental fate assessment" – the contractor shall gather available information, reviewing measured data and/or estimating kinetics and rates of biodegradation, hydrolysis, soil/sediment sorption, photolysis, water volatilization, partitioning in the environment, atmospheric oxidation, and possibly other endpoints. Due to the frequent lack of experimental data, it has been necessary to develop and employ chemical structure-based predictive models and/or access recognized data sources (such as Beilstein) to estimate the physical/chemical properties and degradation rates needed in fate assessments. The contractor shall support the development of predictive models and tools, including databases, in support of environmental fate and transport assessments.
10. "Hazard and risk assessment" - the contractor shall gather available information, reviewing data and/or estimating human health and ecological effects using databases, data from studies and structural analogues for the selected chemicals, and estimation approaches as directed by the Agency, and summarize the toxicological data with respect to relevant criteria for rigor and adequacy. Due to the frequent lack of experimental data, it has been necessary to develop and employ structure-based predictive models and/or access recognized data sources (such as AIM, ECOTOX) to estimate the hazard and effect properties needed in hazard and risk assessments. The contractor shall support the development of predictive models and tools, including databases, in support of human health, ecotoxicity and risk evaluations and assessments. As directed by the Agency, the contractor shall prepare scoping documents and risk evaluations for specific chemicals. The contractor as directed shall also prepare tables and reports of TSCA Section 8(e) Notifications of Substantial Risk, required to be submitted to the Agency and "For Your Information" (*FYI*) submissions voluntarily submitted by people and organizations not subject to the reporting requirements of TSCA Section 8(e), but who desire to inform EPA of potential toxic substances that may pose a risk to human health or to the environment.
11. "Information gathering" –the contractor shall conduct technical information searches (including the published chemistry literature, chemical reference series, chemistry texts, chemistry and environmental fate experts where appropriate, chemical and environmental fate databases and TSCA Confidential Business Information (CBI) files which will be available at EPA Headquarters in the Confidential Business Information Center CBIC)).
12. "Assessment" - the contractor shall develop routine draft chemistry assessments that include chemistry, environmental fate, chemical technology, and pollution prevention information for OPPT's use in technical assessments and regulatory decisions. A chemistry assessment also includes identifying and supplying information that is missing, incomplete, or incorrect and may involve calculations, extrapolations, modeling, and estimations using chemical analogs and predictive methodologies.
13. "Information evaluation" – the contractor shall provide expert knowledge, quality

- assurance and review that includes validating, verifying, clarifying, correlating, classifying, summarizing, and interpreting chemistry, environmental fate, and chemical technology information.
14. "Information communication"- the contractor shall prepare assessments, make oral presentations at program meetings, actively participate in program meetings, and perform related administrative duties, such as database maintenance and database entry.
  15. "Affirmative finding" – the contractor shall support EPA findings to make an affirmative finding on new chemicals or new uses of existing chemicals before they can proceed to the marketplace, including the development of 5(a)(3)(C) findings under TSCA (that the PMN is "not likely to present an unreasonable risk").
  16. "Substantiation" – the contractor shall support EPA in the review of Confidential Business Information (CBI) claims for chemical identity, as well as a representative sample of other claims as well as the substantiation of such claims as required by submitters.
  17. "Potentially exposed or susceptible subpopulations" - the contractor shall support EPA in the review and determination whether a chemical substance "may present an unreasonable risk ... under the conditions of use" to potentially exposed or susceptible subpopulations. Submitters are urged to provide precise and complete/detailed information about chemical manufacture, processing and especially uses of new chemical substances, including the submission of data or information regarding intrinsic (e.g., age, gender, genetic traits) or acquired (e.g., pre-existing disease, exposure) characteristics known to modify risks of related chemicals/analogs.
  18. "FYI and 8(e)" – the contractor shall support EPA in the review of FYI and 8(e) submissions, including preparing reports, chemical summaries of 8(e) and FYI submissions, summarizing publicly available toxicity and exposure-related information on chemical or chemical categories of concern, including data reported in earlier TSCA 8(e) and FYI submissions, as directed by the Agency. The contractor shall also support other related tasks, which may include development and continued support for a screening database, searching the 8(e) data base, requests for electronic copies of 8(e) submissions, and tracking 8(e) and FYI submitter responses to EPA information requests.
  19. "Conditions of Use" – the contractor shall support EPA in identifying circumstances, under which a chemical substance is intended, known, or reasonably foreseen to be manufactured, processed, distributed in commerce, used, or disposed of.

The principal users of this technical support are the EPA assessors who carry out screening-level chemistry, hazard, risk, and economic impact assessments, including chemists, assessors of health and environmental effects, human exposures, environmental releases, and marketing and social ramifications, as well as those who make integrated regulatory decisions.



***B. OPPT leads the Pollution Prevention (P2) Programs, including the Safer Choice (formerly Design for the Environment), Green Chemistry, and Green Engineering which focus on voluntary pollution prevention.***

The contractor shall provide support to P2 Programs, including support for the P2 National Emphasis Areas, Safer Choice (formerly known as the Design for the Environment (DfE)), the Presidential Green Chemistry Challenge Awards, and the Green Engineering Programs. The Pollution Prevention (P2) programs support any practice that reduces, eliminates, or prevents pollution at its source, also known as "source reduction." The P2 Program also provides support to State and tribal technical assistance providers through grants programs, information exchanges and training; to federal technical assistance frameworks helping communities, manufacturers and manufacturing supply chains adapt and thrive in today's competitive economy; and, Environmental Preferable Purchasing (EPP) that helps the federal government buy green through identifying, assessing, and recommending ecolabels, standards, and specifications. The contractor shall support OPPT in providing technical support on issues needing an assessment of chemicals and mixtures.

The Safer Choice Program is a voluntary program that facilitates and enables industry partners to serve customers in a wide range of markets and who manufacture and use safer chemical products and ingredients. The contractor shall provide technical support to continue activities of the Safer Choice Program, including but not limited to projects such as the Safer Choice Partner of the Year Awards, the Safer Chemical Ingredients List (SCIL), and the Design for the Environment (DfE) Pesticides Pilot. The contractor will support the following Safer Choice program activities:

1. The Safer Choice program works with chemical-intensive product formulators to redesign products to have a more positive environmental profile. The contractor shall assist OPPT with the evaluation of new products, the resubmission of previously labeled products, the development of new safer chemical and product criteria, the re-evaluation of current criteria, and provide support to Safer Choice workgroup meetings. Products with a more positive environmental profile are those whose ingredients, when compared to conventional formulations, are less toxic, less persistent (i.e., they biodegrade faster), less bioaccumulative (i.e., they do not tend to build up in living tissue-human or animal), and have byproducts with similar beneficial characteristics. This program provides formulators and the end-user, including consumers, with information on what is known and not known about the potential environmental and health effects of raw materials and additives in a formulation.
2. The Safer Chemical Ingredients List (SCIL) provides users an on-line list of safer alternatives, grouped by their functional-use class. This list includes many of the chemicals evaluated through the Safer Choice Program. The contractor shall assist OPPT in maintaining SCIL, adding new chemicals to this list, and re-reviewing listed chemicals by functional-use class.
3. Assessment methodology involves the technical review of chemical components to determine their toxicological and environmental

characteristics. This methodology uses OPPT technical tools and expertise (e.g., structure activity relationship (SAR) estimates from the New Chemical Program's P2 Framework) to arrive at ratings for key toxicological and environmental endpoints. In addition, this methodology applies life-cycle thinking to more fully understand a chemical's likelihood to pose human health and environmental exposure concerns. The contractor shall support the development of screening-level reviews of chemical substance and products, as identified by OPPT.

The contractor shall provide support to the Agency's Presidential Green Chemistry Challenge Award and Green Engineering Programs and other Pollution Prevention Activities. For example, the contractor shall analyze data and conduct literature searches related to green chemical and engineering technologies; create, update, and populate databases.

### ***C. OPPT leads the Toxic Release Inventory (TRI) Program***

The Toxic Release Inventory (TRI) Program fulfills reporting and public communication commitments under the Emergency Planning and Community Right to Know Act (EPCRA). U.S. facilities in different industry sectors must report annually how much of each chemical is released to the environment and/or managed through recycling, energy recovery and treatment. (A "release" of a chemical means that it is emitted to the air or water, or placed in some type of land disposal.) The information submitted by facilities is compiled in the Toxics Release Inventory. TRI helps support informed decision-making by industry, government, non-governmental organizations and the public. The contractor shall support TRI in tracking the management of certain toxic chemicals that may pose a threat to human health and the environment.

### ***D. OPPT Data Management and Systems***

The contractor shall provide automatic data processing support and information management support to organize submitted data and EPA/OPPT evaluations of these data; to provide expertise in software systems for the maintenance of data bases; and to provide presentation materials for completed assessments, expert reviews, and data bases. All information technology products and

services developed and/or delivered to the Agency by the contractor shall be in compliance with the Federal Information Technology Acquisition Reform Act (FITARA) and related information technology management practices, for more information on the Agency's FITARA Implementation Plan, see [https://www.epa.gov/sites/production/files/2016-01/documents/epa\\_fitara\\_implementation\\_plan.pdf](https://www.epa.gov/sites/production/files/2016-01/documents/epa_fitara_implementation_plan.pdf).

### **III. SCOPE OF WORK**

The following Requirements apply to all work performed under this SOW and resulting contract. The Contractor shall fully substantiate and document all its work effort in this regard so that EPA may critically analyze and approve or disapprove any recommendations, options, alternatives, or courses of action flowing from the Contractor's work effort.

#### **A. General Requirements:**

- (1) In evaluating and performing the services required under this PWS as identified in Task Orders, the Contractor shall submit all relevant information used in developing conclusions or options to the responsible Contract Officer Representative (COR)/Task Order COR (TOCOR) for all projects for review and approval.
- (2) All assessments, drafts, papers, etc. prepared by the contractor shall be submitted in draft form. The Contractor shall submit the completed draft to the responsible COR/TOCOR for review and approval. The drafts submitted shall include copies of the literature cited or make reference to all citations in the document for the TOCOR's verification and approval.
- (3) When in attendance at meetings, the Contractor's attendance shall be limited to that portion of the activity for which the contractor is required in order to meet the requirements of the Task Order (TO). The Contractor personnel shall identify themselves as contractor personnel in all activities associated with work performed under the resultant contract, and in attendance at meetings in conjunction with activities associated with the TO requirements.
- (4) Assessments provided by the Contractor that contain recommendations to the Agency will explain and rank alternatives, if any; describe the deliberation; report any dissenting views; list the sources relied upon; and make clear the methods and considerations upon which the recommendations are based. All final decisions will be made by EPA.
- (5) When working with, transporting, or storing TSCA CBI, the Contractor must adhere to all the requirements of the current TSCA CBI Security Manual (available by searching for TSCA CBI Protection Manual, at <https://www.epa.gov/nscep>).
- (6) There are additional Cybersecurity Requirements detailed in Attachment 9 "IPN 17-01:

## Cybersecurity Addendum”

**B. New and Existing Chemicals Programs**

The contractor shall provide support to EPA Programs in the implementation of the Frank R. Lautenberg Chemical Safety for the 21<sup>st</sup> Century Act, amending the Toxic Substances Control Act (TSCA). The contractor shall support EPA in evaluating new and existing chemicals against a new risk-based safety standard that includes explicit considerations for vulnerable populations; in evaluating the safety of existing chemicals in commerce, starting with those most likely to cause risks; in developing chemical information data needs to support evaluations; and in the review and substantiation of confidentiality claims, with the intent of increasing the transparency of chemical information to the public.

The Contractor shall research, evaluate, and analyze data and information relating to the chemical and environmental fate and other areas as specified in the PWS. The Contractor may be required to conduct literature searches, market research, conduct analysis, develop tools and models and provide policy options for OPPT regulatory activities, including prioritization, scoping, screening-level review, and risk evaluation of chemical substances for use in workplan chemical assessments, notice and comment Significant New Use Rules; and other regulatory actions taken under the authorities of TSCA and the new Frank R. Lautenberg Chemical Safety for the 21st Century Act, .

In addition, the scope of this existing chemicals work may also be utilized to support hazard assessments in other EPA program offices as well as intra-Agency scientific initiatives, including support TRI evaluations of Existing chemicals for listing on the Toxics Release Inventory (TRI). Under EPCRA Section 313(d) (1) the EPA Administrator may by rule add or delete a chemical from the TRI list at any time. Under EPCRA section 313(e) persons may petition EPA to add or delete chemicals from the TRI list. Within 180 days, EPA must respond to petitions by either initiating a rulemaking or publishing an explanation of why the petition is denied. To determine if chemicals under review meet the EPCRA section 313(d)(2) listing criteria, the Contractor Shall assist in the conduct hazard assessments that cover chemistry, environmental fate, and human health and ecological effects. Support of TRI work may require updates and maintenance of tools and models including TRI CHIP.

**C. Pollution Prevention Programs**

The Contractor shall provide technical support to the Pollution Prevention Program, including Safer Choice, Green Chemistry, Green Engineering, and Environmentally Preferable Purchasing, in its goals to incorporate environmental and health impacts into decisions and practices. The contractor shall provide technical assistance to EPA in the development of chemical profiles, the development of hazard profiles, and the identification of emerging green chemistry and engineering technologies. The contractor shall provide technical support for the Pollution Prevention programs, such as Safer Choice, by performing chemistry evaluations on ingredients provided to the Agency by award nominees, product formulators, chemical manufacturers, NGOs, and other stakeholders.

#### **IV. TASKS**

Where applicable, deliverables shall comply with Section 508 (as amended in 1998) of the Rehabilitation Act of 1973 which mandates that Federal agencies make electronic and information technology accessible to individuals with disabilities. Where applicable, the contractor shall ensure that all HTML files and web-based applications comply with federal regulations, including the Federal Information Technology Acquisition Reform Act's (FITARA) outlined at the following website: <https://www.epa.gov/open/fitara-implementation-plan-and-chief-information-officer-assignment-plan>; and, other Agency policies, data standards, guidelines and processes in the EPA Web Guide outlined at the following website: <http://www.epa.gov/webguide>.

As specified in individual task orders, all work will be issued within the scope of the following tasks:

##### **A. New and Existing Chemicals**

##### **Task 1: Chemical Review and Search Strategies (CRSS) Chemistry & Meeting Support**

The CRSS meeting is an early disposition meeting in the PMN review process. The CRSS chemistry assessment documents validate chemical identity, synthetic routes, feedstocks, byproducts, impurities, catalysts, solvents, reagents, potential Persistent, Bioaccumulative, and Toxic (PBT) substances, formulations, physical and chemical properties, fate data, intended uses and potential other uses, potential for pollution prevention or pollution reduction, and other pertinent data necessary for the review of the case for unreasonable risks. The contractor shall be required to read, understand, evaluate, correct, develop supplemental data, summarize, and prepare electronic summaries on the chemistry and chemical technology information on new chemical substances. Certain of this information may be contained in documents submitted under Section 5 of TSCA: Premanufacture Notices (PMNs), including Test Market Exemption Applications (TMEAs), Section 5 (h) (4) notices or applications, or other notices or application received, specifically under Sections 5 or 8. Evaluation of or access to confidential business information as described immediately above will not be considered in evaluation of proposals for this contract; however, evaluation of such documents will be required under the contract.

For each chemical assessed, the Contractor shall prepare an assessment which shall include an estimate of the accuracy of chemical identity, physical/chemical properties, fate data, chemical synthesis, pollution prevention potential, and use information based on consistency and completeness of information. The contractor shall also search internal EPA generated databases for structural analogs that may have been previously reviewed or the contractor may be required to perform an additional search utilizing the published chemistry literature (journals, chemistry texts, handbooks and other chemistry reference volumes, Beilstein, Kirk-Othmer, etc.) for existing information on the chemical or its analogs. The contractor shall identify empirical physical and chemical data, such as water solubility, for a wide range of chemicals which are to be used as sources for analogs. Existing empirical data should be obtained from published literature, reference volumes, industrial literature and other commercial sources. The contractor shall use professional judgment as to the validity and empirical nature of the information in all

cases and annotate the items ruled on. The assessment shall include chemical structure, CAS Registry Number, the empirical values, including the temperature at which they were measured, and the references. Values such as melting point, boiling point, vapor pressure, octanol/water partition coefficient, pH, and salinity, if found, are to be included. The contractor shall also provide quality control of information and structures provided. This shall include the assurance through cross-checking that no duplicative work is done on chemicals that have already been assessed, unless the new work corrects or completes existing information, which shall be noted.

Work will require contractor to evaluate organic chemical documentation and the scientific literature, organic chemical synthesis, organic chemistry reaction mechanisms, chemical structure and chemical and physical property relationships, uses of chemicals and structure/function relationships, chemicals in U.S. commerce, industrial chemical practices and technologies, environmental chemistry, fate, and Green Chemistry Principles and Practices, including environmentally benign alternative synthesis. The contractor will investigate, predict, evaluate, and communicate chemical information. Contractor will draw on chemistry data in and/or using systems including JChem Enterprise chemistry software, ISIS/Base, ISIS/Draw, Chemical Abstract Services (CAS) Online, Accelrys Accord, Microsoft Access, Lotus Notes, Microsoft Excel, dBase, Beilstein Online. The contractor will identify structural and functional chemical analogs and to make professionally based assessments regarding chemical and physical properties, validity of intended uses, the potential for new uses for new chemical substances, and the potential for alternative synthetic routes to prevent pollution.

All intended and possible new uses of the PMN chemicals shall be identified and evaluated. The results of the use identification shall be included. The contractor shall also identify and address important data gaps or other missing information that may provide insight into the processing, use, potential additional uses, or disposal of the PMN substance or related chemicals. Errors, data gaps, or uncertainties shall be discussed with the COR/TOCOR who will ascertain whether additional information or clarification from the submitter is needed. The contractor shall also attempt to develop or estimate important and necessary information using appropriate methods of estimation or extrapolation. Appropriate information gathering, generating, evaluating, summarizing, and communicating shall be done by the contractor to provide a full understanding of the chemical's identity, properties, synthesis, toxic waste, and its planned or potential uses in commerce from a chemist's perspective. Information on the substance shall also be characterized and summarized.

The timing of the chemistry support and deliverables provided are critical to performance under this SOW. In the chemistry review of Premanufacture Notices, the major portion of the work to be performed by a contractor shall be completed (including an electronic summary and formal oral presentation) within two to four work days after receipt of the assignment. PMNs are received by EPA at any time during business hours of each working day; accordingly, cases to be reviewed could be identified and assigned to the contractor for review at any time during business hours. In addition to the individual evaluation tasks, the contractor shall also be required to participate directly in regularly scheduled meetings two to five days per week at the EPA offices in Washington, D.C

Presentations, including structural diagrams, shall be made by the contractor usually within three days after assignment twice-a-week in morning meetings at EPA headquarters. The electronic chemistry assessment, in a prescribed format, shall be due by the day of presentation at the Chemical Review and Search Strategies (CRSS) meetings. Any changes that need to be



made to the chemistry assessment after the CRSS meeting will be forwarded by the EPA TOCOR in written technical direction. Corrected versions should be delivered (1) the same day the chemical(s) were presented at the CRSS meeting, (2) within 7 calendar days of the assignment for assessments that have completed their CRSS meeting review, or (3) within one day after a Focus meeting (an early disposition meeting in the PMN review process) standard review decision. (Focus meetings are held twice a week at EPA.) If there have been no changes to the electronic copy of the assessment on the day of the CRSS meeting, this will serve as the final version. This should include work for the case on pollution prevention or pollution reduction in the area of New Chemicals. Additional review and liaison work may be required subsequent to the presentation and may lead to changes or corrections to the chemistry assessments. All modifications to the assessment shall be completed within the specified time limit in the TO schedule.

## **Task 2: Standard Review, PMN Chemistry Support**

Standard review chemistry support concentrates and expands on specific information needs identified during and after the Focus Meeting, an early disposition meeting in the PMN Review Process. As such, these reviews may take various forms (e.g., more information in one or more particular subject areas, rate of hydrolysis of the subject chemical, effect of pH conditions, rates of reactions, estimation of solubility in water under specified conditions, evaluation of specific behavioral characteristics of a substance, likelihood that a substance will cause foam in a natural aquatic environment, further detailed analysis of the intended use(s) and of other potential uses, classification of chemicals from the standpoint of structure or function, detailed identities and levels of impurities, byproducts, and other associated substances, PBT substances, and the potential for pollution reduction or pollution prevention). The completion schedule to complete detailed chemistry review will vary depending on the amount of information desired and the difficulties encountered in obtaining it (completion within two to three weeks of assignment is typical). Standard review chemistry assessments, electronic version written in the prescribed format are to be delivered to EPA TOCOR. The contractor may also be required to accompany the Environmental Protection Agency TOCOR to meetings with other OPPT review staff and to provide technical expertise during internal Standard Review workgroup meetings as they may occur. The contractor shall not participate in any decision-making meetings or sessions.

## **Task 3: Follow-up Review**

The Chemistry assessment on PMNs provides the technical basis for additional evaluations, such as the prediction of significant new uses as required by Section 5 of TSCA. Specific PMNs for which these chemistry reviews are required and establish due dates will be specific in direction by the COR, usually within one week of assignment. The contractor shall review, gather, develop, and evaluate all pertinent chemical and environmental fate information that may help the Agency reach decisions. For example, in the case of developing significant new uses, the contractor shall thoroughly evaluate the intended uses and provide data and technical insight on the intended uses during the initial commercialization. The information should be of sufficient clarity and completeness that it is readily understood by nontechnical personnel and that the information on the intended uses represents a sound baseline from which to make predictions. The assessments must also provide clear rationale for alternative commercialization scenarios (i.e., potential other uses or "significant new uses" and their likelihood).

Predictions and rationale shall be based on chemical type, structure, composition, chemical and/or environmental fate properties, physical properties, data on analogs, or an end use effect derived from the scientific literature or relevant databases as well as first-hand knowledge, experience, and professionally based judgment.

#### **Task 4: PMN Chemical Hazard Support**

The contractor shall gather, develop, or validate specific, in-depth chemical hazard data and information on new chemical substances, classes, or subclasses of new chemicals assigned for review. The Agency will initiate each new chemical task in detailed direction by the COR. The tasks vary widely in terms of the type and amount of information required, but all such requests will involve chemistry, environmental fate, hazard, and chemical technology information. The contractor shall gather, develop, or extract all health and ecological data submitted with new chemical notices and input the information into appropriate databases, extract all health and ecological data submitted after the initial review process as directed and input the information into the appropriate databases, provide a written analysis of the toxicological data as directed, maintain and resolve any technical problems with the health and ecological databases as they arise, and use the captured data for tool update and development when directed. The contractor shall support the development of assessments for initial reviews, standard reviews, and follow-up reviews. The contractor shall also attend meetings, provide meeting support, review and develop summaries of studies, prepare predictions using appropriate predictive models and tools, and develop guidance or standard operating procedures, as directed.

#### **Task 5: PMN Chemical Fate and Transport Support**

The contractor shall gather, develop, or validate specific, in-depth chemical environmental fate and transport data and information on new chemical substances, classes, or subclasses of new chemicals assigned for review. The Agency will initiate each new chemical task in detailed direction by the COR. The tasks vary widely in terms of the type and amount of information required, but all such requests will involve chemistry, environmental fate, hazard, and chemical technology information. The contractor shall gather, develop, or extract all environmental fate and transport data submitted with new chemical notices and input the information into appropriate databases, extract all fate data submitted after the initial review process as directed and input the information into the appropriate databases, provide a written analysis of the fate data as directed, maintain and resolve any technical problems with the fate databases as they arise, and use the captured data for tool update and development when directed. The contractor shall support the development of assessments for initial reviews, standard reviews, and follow-up reviews. The contractor shall also attend meetings, provide meeting support, review and develop summaries of studies, prepare predictions using appropriate predictive models and tools, and develop guidance or standard operating procedures, as directed.

#### **Task 6: Existing Chemical Support**

The contractor shall gather, develop, or validate specific, in-depth chemical environmental fate, exposure, and hazard information on existing chemical substances, classes, or subclasses of existing chemicals assigned for review. Note that another contractor may be conducting literature searches for the scoping and risk evaluation documents. Fit for purpose supplemental literature searching may be initiated through direction by the COR to provide



answers to specific questions. In that case, the contractor shall document the approach taken to search for the data. The contractor shall perform data collection and screening for suitability and utility based on specific direction provided by the Agency. The contractor shall prepare a reference library in EndNote and a report documenting the literature search strategy and screening approach and submit to EPA as deliverable. The contractor shall perform a QA/QC of all data delivered to EPA.

The contractor shall also screen studies for relevance and reliability to determine whether the information is of appropriate quality to be used in the scoping/problem formulation documents, risk evaluations or other technical products. The contractor shall also document study evaluations using study tables containing data elements agreed by EPA. The contractor shall perform a quality assurance check for the data tables prior to delivering them to EPA. Quality assurance checks shall include, but not be limited to, comparing table entries and/or data elements in tables to information from the original publication and checking conversions as appropriate (e.g., ppm to mg/m<sup>3</sup>). The Contractor shall provide the results of the data quality screening to EPA for review. EPA will determine which studies will be acceptable for use and communicate decision to Contractor before moving to next step.

The Contractor shall provide support for the development of evidence tables summarizing results from the studies reviewed, graphical displays of results of studies reviewed, and integrated reports which utilize weight of evidence determinations, with documented procedures for the weight of evidence conclusion or recommendations.

The EPA COR/TOCOR will initiate each existing chemical task by identifying the subject chemical or group of chemicals in a detailed scope of work statement. The tasks vary widely in terms of the type and amount of information required, but all such requests will involve chemistry, environmental fate, hazard, and chemical technology information.

#### **Task 7. Chemical Test Plan and FYI/8(e) Reviews**

The Contractor shall review test plans, FYI, TSCA 8(e) and test data summaries submitted by the chemical industry, using professional judgment and standard evaluation criteria provided by EPA. The test data summaries include physical and chemical properties, environmental fate, ecotoxicity, and human health information. The Contractor shall also review and provide draft comments on the test plans in EPA-supplied format, and provide tables and summaries of FYI and 8(e) submissions.

#### **Task 8. Other Tasks Associated with Existing Chemical Activities**

As requested by the EPA, the Contractor shall assist EPA in other tasks associated with existing chemical activities, such as, but not limited to, preparation of reports and presentations on the status of Existing Chemical activities or on associated program statistics, review of data summaries and/or assessments, preparation of response to comments, development of draft responses to inquiries dealing with chemical-specific assessments, and support to EPA personnel in the use of relevant databases/programs (e.g., the EPI Suite™ program, and Physial Properties (PHYSPROP) and Environmental Fate Data Base (EFDB) databases).

The contractor shall also provide technical support to the development of guidance materials, Standard Operating Procedures, and processes or procedures for use in implementing

the Frank R Lautenberg Chemical Safety for the 21st Century Act, signed into law in 2016.

The contractor may also be required to provide technical support requiring similar kinds of chemistry review, fate, and hazard assessment and analysis as described in tasks under this section for TSCA, SARA and/or PPA, as well as other laws administered by EPA. Such support will be described in task orders if and when the need for such work arises. Examples of tasks are: (1) systematic grouping and ordering of chemical substances that are pending review to gain efficiency and to set priorities for review; (2) retrieval of specific information from Premanufacture Notices, statistical analysis, and summary of information as well as recommendations to responses to petitions for exemptions to Section 5(a) of TSCA or to submitted public comments related to proposed exemption rule making; (3) application of "knowledge-based" technology; (4) discussing the development and availability of new methods which support chemistry, fate, and hazard evaluations of new and existing chemicals; and (5) development of summary chemistry assessments for sets of closely related chemical substances that have been reviewed under TSCA or under Title III of SARA.

The contractor may also be tasked to provide technical support for other initiatives within OPPT, such as Alternative Assessments and OPPT Test Rules.

Technical support may include performing screening-level risk assessments and hazard assessments, as identified in the Task Order from the COR/TOCOR. Direction by the COR will specify the chemicals or groups of chemicals to be assessed. The contractor shall review the list of chemicals submitted and verify that the names and CAS numbers match and are correct. For each chemical or group of chemicals, profiles shall be prepared that include such information as identity, physio-chemical properties, chemical fate profiles, PBT potential, and a hazard assessment. The contractor should consult data sources such as: Chemical Abstracts, Beilstein, Environmental Fate Database, Hazardous Substance Database, Cincinnati Risk Reduction Engineering Lab, Treatability Database, Integrated Risk Information System (IRIS), Registry of Toxic Effects of Chemical Substances (RTECS), Chemfate, Toxline, Genetox, Aquire, Phytotox, and Terretox (all publicly available online). Assessments will be delivered in the format prescribed in the TO in both hard and soft copies and may require both CBI and non-CBI versions.

### **Task 9: TSCA Pollution Reduction/Prevention Assessments**

The New Chemicals Program of OPPT provides EPA with an opportunity to foster pollution reduction or pollution prevention at the source for industrial chemicals, i.e., in the actual manufacturing process for a new chemical. It is important to utilize pollution reduction and pollution prevention concepts and ideas explicitly in the New Chemicals Program. In addition to providing a review of PMNs for establishing the identity of the PMN substance, its physical/chemical properties, and basic chemistry, the contractor shall also provide an assessment of the character and amount of wastes produced from the manufacturing processes of PMN substances preselected by EPA. The information called for in the PMN submission and provided by the submitter will be compared to a set of chemical parameters as a preliminary assessment of the amounts and types of wastes associated with a given manufacturing process. The contractor shall also prepare a detailed assessment on certain PMN chemicals selected by the EPA, describing possible causes of the waste produced and suggest approaches for its reduction and/or process alteration. The contractor shall design methods for incorporating process chemistry parameters and potential alternative synthetic steps, pathways, feedstocks, catalysts,

etc. into the pollution reduction/prevention assessment, so as to enable retrieval of information based on selected key words, such as reaction type or function.

Preliminary pollution prevention assessment, using prescribed models and tools, is conducted as an adjunct to the initial chemistry review of the PMN substance. EPA COR/TOCOR and/or staff chemists will determine whether a detailed assessment is necessary. The detailed assessment performed by the contractor will provide the technical information necessary for EPA to formulate recommendations to the submitter for waste reduction or elimination. In the pollution reduction/prevention review, the work performed by the contractor must be completed within one week of being assigned, whether a preliminary or detailed review, including oral presentation.

In depth analysis into the use, release, life cycle, and ultimate fate of the chemical in review, including PBT concerns and other alternatives, will be reviewed and reported.

### **Task 10: Tool and Model Development and Other Technical Support**

OPPT develops and maintains a broad range of computerized assessment methods, models, databases, and predictive tools used internally in support of new chemicals, existing chemicals, and pollution prevention programs as well as by external customers. OPPT uses tools and models to help evaluate what happens to chemicals when they are used and released to the environment and how workers, citizens, and the environment might be exposed to and affected by them. These tools may be helpful when laboratory studies or monitoring data are not available or need to be supplemented. These products include, for example, databases for tracking pollution prevention technologies, methods for estimating physical/chemical and environmental fate properties, and tools for evaluating human health and aquatic hazard and risk from chemical releases. OPPT models, databases, and tools are considered an important mechanism for the implementation of the Frank R. Lautenberg Chemical Safety for the 21st Century Act. OPPT computerized methods and specific assessment protocols have been designed to support prioritization, screening, and assessment of chemicals in the absence of test data, OPPT tools and models are also a fundamental part of the Sustainable Futures (SF) Initiative and training programs. It will be necessary for the contractor to provide technical support for OPPT's methods, models, database, and tool development in the form of data collection, programming, maintenance, and outreach. This support may also include database development and website development and maintenance.

The Contractor shall also design, develop, and update information tools including databases, spreadsheets, and presentation tools; retrieve information from EPA and other on-line databases; design, develop, update, critically review and use computer-based models and databases; and design, develop, and update web sites.

The contractor shall provide necessary technical support described in the work assignment when the need for such work arises. This may include skills such as HTML editing and website production and programming in a variety of languages, such as Visual Basic, JSP, XML, Java, Java Script, J++, and C++, and a variety of operating systems, such as UNIX, LINUX, PC, WinNT. This may also include development of system design documents and system documentation, software development plans, unit testing plans, etc.

The contractor shall provide IT and scientific expertise to support development and

refinement of new models, databases, methods and approaches to address scientific questions needed to fully implement the Frank R. Lautenberg Chemical Safety for the 21st Century Act. This may include, but is not limited to approaches and methods to evaluate potential hazards and risks to susceptible subpopulations, evaluate human and environmental exposure and risks to all reasonably foreseeable uses of chemicals, evaluate risks associated with persistent and bioaccumulative chemicals, development of databases to support the evaluation of hazard and fate of chemicals, and novel approaches or methods to assess hazard and fate of chemicals.

The contractor shall provide IT and scientific expertise to support development of new or modified applications to support the prioritization, scoping, risk evaluation and risk management of chemicals under the Frank R. Lautenberg Chemical Safety for the 21st Century Act. The contractor may also provide technical support to the development of guidance materials, Standard Operating Procedures, and processes or procedures for use in implementing the Frank R. Lautenberg Chemical Safety for the 21st Century Act.

The contractor shall provide IT and scientific expertise to further support development and refinement of OPPT's computerized models and methods (e.g., EPISuite™, ECOSAR, and AIM-CBI models), including web versions and/or java-based stand-alone versions. The contractor shall assist in exploring novel approaches for application of these tools which may include, but is not limited to, providing products such as chemical/class specific case studies, retrieving studies for various classes of chemicals to support model development, developing meta data and tagging of data and studies, enhancing Sustainable Futures training materials, developing EPA/OPPT chemical/category reports, designing new web-based systems or documents, new computerized tools, etc.

All software and websites must conform to Agency standards. In addition, software, documentation, and websites should be designed to be accessible to users with disabilities whenever possible, in accordance with Section 508 Accessibility Standards of the Rehabilitation Act, of 1973 and Amendments of 1998 (<http://www.section508.gov/Section-508-Of-The-Rehabilitation-Act>). When preparing deliverables, the contractor shall refer to the most recent version of the 508 Standards.

IM/IT Policies: All software development activities will conform to applicable EPA and Federal standards and policies (<http://intranet.epa.gov/oei/imitpolicy/policies.htm>) including-

- EPA Information Resources Management (IRM) Policy Manual
- EPA System Lifecycle Management Policy
- EPA Enterprise Architecture Policy (<http://intranet.epa.gov/architec/>)
- EPA Web Governance and Management Policy
- EPA Information Security Policy
- EPA Privacy Policy

## **B. Pollution Prevention Programs**

The Pollution Prevention Act of 1990 made pollution prevention – preventing or reducing waste where it originates – a national environmental policy. The contractor shall provide technical and scientific support for OPPT programs in implementation of the Pollution Prevention Act of 1990 and related laws and executive orders. A goal of OPPT's Safer Choice Program is to encourage businesses to voluntarily incorporate environmental considerations into the design of their products. To achieve this goal, Safer Choice relies on technical activities and

disseminating information to industry participants, EPA Regions, Federal government laboratories, and state and local governments. OPPT's Green Chemistry and Engineering Programs encourages the design of chemical products and processes that are more environmentally benign.

The contractor shall provide technical support for EPA pollution prevention and outreach activities by performing the following tasks. Deliverables shall be of high quality, complete, and meet task order deadlines.

**Task 1: Technical Support for Safer Choice, Green Chemistry, and Other Pollution Prevention Activities, including National Emphasis Areas**

- a. Technical and scientific support for Pollution Prevention: The contractor shall provide support in identifying and assessing significant opportunities for pollution prevention and environmental impacts that include the following: the implementation of hazardous materials source reduction or reductions in pollutants and contaminants, through chemical alternatives and/or processes assessed throughout the chemical life- cycle.
- b. Technical support for the Agency's Green Chemistry Program, including the Presidential Green Chemistry Challenge Program. For example, the contractor shall analyze data and conduct literature searches related to green chemical technologies; create, update, and populate databases; and prepare technical publications (including translating documents into other languages, such as Spanish).

**Task 2: Safer Choice Program**

Technical and outreach support for Safer Choice programs including but not limited to the Safer Choice label program; Safer Chemical Ingredients List; identification of safer chemistries in new product sectors; preparation of alternatives analyses to identify, assess and compare chemical hazards, performance, and costs for substitute technologies; develop tools that can be used by industry or others to make environmentally informed choices; and evaluate means of best stimulating the use of environmentally safe chemicals and technologies. This work shall include accurately tracking submissions, validating information provided on chemicals and chemistry, and compiling information on leading practices in industry to form the basis for determinations of whether chemistries submitted to Safer Choice are safer than those in dominant use in industry.

Chemical evaluations, computer modeling and data management support Safer Choice recognition, Safer Chemical Ingredient List and comparative hazard assessment in general. This work will include convening stakeholder groups in addition to chemical assessments.

Safer Choice evaluates chemicals and chemical products under the Safer Choice Program and in conducting Alternatives Assessments. The contractor shall develop chemistry profiles for the for selected chemicals and identify the structure, Chemical Abstract Service Number, chemical name, function, any trade names and manufacturer's name as provided by submitter, and chemical and physical properties. Information, to the extent known, shall be provided by a Safer Choice partner. The contractor shall use available resources, expertise, and knowledge to complete the chemical profile. Such databases as Chemfinder or CAS On-line (publicly available online) may be used to identify a structure. Physical and chemical properties may be



obtained by the use of Estimation Programs Interface (EPI), chemical property estimation software, which includes BIOWIN (predicted biodegradability) and BCFWIN (estimated bioconcentration factors); the search of chemical databases; and the search of Toxic Substance Control Act (TSCA) files. In addition, published chemistry literature shall be used (e.g., Beilstein or Kirk Othmer). The COR/TOCOR shall provide the contractor with direction by the COR to complete this task. It is anticipated that the preparation of several hundred profiles each year will be required.

The identification of structural analogs for the selected chemicals under investigation is an important part of preparation of health and safety profiles. The contractor shall identify analogs, using key properties or substructure searches as obtained from OPPT databases, literature searches, and professional experience. When identifying existing chemical analogs, the following information should be obtained: CAS number, chemical name, chemical structures and identification of available data such as TSCA section 8(e) submissions or TSCA section 5 Premanufacture Notices (PMNs). Relevant data should be provided with the following information: section 8(e) or PMN ID number, measured values identified for the chemicals under evaluation, study type, study duration, route of administration, species, dose level, effect levels, and clinical signs, pathology and histopathology findings.

Selection of environmental fate information should be based on available data from studies or estimation models (e.g., EPI Suite™). Toxicity information (ecological and health) for candidate chemicals should be compiled from hazard data for both analogs and classes of chemicals. This task can be accomplished through the use of ECOSAR (Ecotoxicity of Structure-Activity Relationships Database), ONCOLOGIC expert system, by literature searches and data collection techniques. The contractor shall also identify other EPA priorities such as whether a chemical is listed as a priority pollutant, a hazardous air pollutant, a high production chemical, a potential ozone depletor, a PBT (persistent-bioaccumulative-toxic), or other categories, as identified in the work assignment.

Pollution Prevention through Green Chemistry, an ultimate goal of the project, is defined as the use of chemical principles and methodologies to achieve source reduction in industrial processes such that the potential impacts on human health and the environment are reduced relative to the current state of the art. The contractor shall assist in research for the purpose of identifying examples of Green Chemistry practices for candidate chemicals including chemical synthesis, catalysis, analysis, monitoring, separations and reaction conditions. Sources to be employed for the identification of green chemistry practices may include PMN submissions, information on existing chemicals, on-line databases for technical articles on new processes under development, industry trade associations, industry representatives, specialists for information on state-of-the-art technologies, or a patent search for new technologies that have received patents in recent years.

## **V. SUMMARY of CONTRACT REQUIREMENTS**

The contractor shall submit all analyses, options, recommendations, reports and training materials required under this contract in draft for critical review by the Contracting Officer or Contracting Officer's Representative (COR). The Government will make all final regulatory, policy and interpretive decisions resulting from contractor-provided reports /recommendations. The contractor shall not publish or otherwise release, distribute or disclose any work product generated under this contract without obtaining the contracting officer's express written

approval.

The contractor shall provide information to the Government sufficient to support the development of exposure assessments for situations that are not necessarily specific to any one chemical. This involves the development of innovative and creative procedures to assess exposure to categories of chemicals, to mixtures of chemicals within a product, and to chemicals and their breakdown products resulting from the same activity.

#### **Designation of Essential Project Team Members (Key Personnel)**

The contractor shall designate a ***Program Manager*** who can serve as a single point of contact for chemistry, fate, hazard assessment, technical assessment and services matters. This individual should have a degree in science (or related area of study) and have sufficient experience to respond to EPA's inquiries for all the tasks covered by this Performance Work Statement. The contractor shall also designate a ***Quality Assurance Manager***. This individual should have a degree in science (or related area of study) and have sufficient experience in overseeing and evaluating implementation of the organization's quality system and reporting to senior management on the effectiveness of the quality system, including needs for improvement.